



# BOROUGH OF WATCHUNG

15 MOUNTAIN BOULEVARD  
WATCHUNG, NEW JERSEY 07069

## MAYOR & COUNCIL MEETING AGENDA

**THURSDAY, JUNE 16, 2022**

**7:30 P.M.**

### MAYOR

Keith S. Balla

### COUNCIL

Ronald Jubin, Ph.D.

Wendy Robinson

Pietro Martino

Freddie Hayeck

Curt S. Dahl

Christine B. Ead

James J. Damato  
**Business Administrator**

Edith G. Gil  
**Borough Clerk**

Joseph Sordillo, Esq.  
**Borough Attorney**

**THIS MEETING WILL BE HELD IN-PERSON AND BROADCASTED LIVE VIA ZOOM. PUBLIC COMMENTS MAY BE SUBMITTED IN-PERSON, THROUGH ZOOM OR VIA EMAIL TO THE BOROUGH CLERK. BELOW ARE INSTRUCTIONS:**

To call into the meeting, dial 1 (646) 558-8656. It will prompt you for a meeting ID. Type **99501390087#**. You do not need a participating ID, just press # | To access the meeting using a smart phone or computer, download the free **ZOOM** app. Type in the **meeting ID 99501390087** or click on <https://zoom.us/j/99501390087> **Please enter your full name.** To submit your public comments in writing, please mail them in or send an email **before 6:00 P.M.** by the meeting date to the Borough Clerk at [publiccomment@watchungnj.gov](mailto:publiccomment@watchungnj.gov). **Agenda items can also be requested by emailing [egil@watchungnj.gov](mailto:egil@watchungnj.gov)**

**BOROUGH OF WATCHUNG  
MAYOR & COUNCIL MEETING AGENDA**

**JUNE 16, 2022 - 7:30 P.M.**

**MAYOR’S STATEMENT:** This meeting is being held in compliance with the Open Public Meetings Act. Under the provisions of N.J.S.A.10:4-6 et seq., notice of the time and place of this meeting was given by way of the Annual Meeting Notice to the Courier News, Echoes Sentinel, the Star Ledger, posted at Borough Hall and on the Borough’s website. Public Comments will be accepted in-person, through zoom or by email to the Borough Clerk. For those joining through Zoom, please note that upon arrival you are automatically muted.

**SALUTE TO THE FLAG and MOMENT OF SILENCE FOR OUR SERVICE MEN AND WOMEN,  
SERVING HOME AND ABROAD**

**ROLL CALL**

Jubin [ ] Robinson [ ] Martino [ ] Hayeck [ ] Dahl [ ] Ead [ ]

**SPECIAL PRESENTATION**

- ❖ Overview of Ethical Training  
Borough Attorney, Joseph Sordillo

**PUBLIC PORTION / AGENDA ITEMS ONLY**

*A public portion is held prior to Council action **for comments of agenda items only**; another public portion is held at the end of the meeting for general discussion. Individuals commenting are limited to **3 minutes** per person, and will not be permitted to speak again until everyone has had an opportunity to speak. For those joining us through Zoom, you will need to click on the “Raise your hand” feature. For those joining us through the conference call line, you will need to press \*9 to raise your hand, when prompted press \*6 to unmute yourself. If a group is represented by an attorney, the attorney will be given 5 minutes to make the presentation for the group.*

**DISCUSSION**

- ❖ Flag Poles on Borough Properties

**UNFINISHED BUSINESS**

**NEW BUSINESS**

**REPORTS & CORRESPONDENCE:** Matters listed within this section have been referred to members of the Borough Council for reading and study, are considered to be routine and will be enacted by one motion of the Council. If separate discussion is desired, any item may be removed by Council action.

Acknowledging Receipt of the following Borough Reports:

**BOROUGH OF WATCHUNG  
MAYOR & COUNCIL MEETING AGENDA**

**JUNE 16, 2022 - 7:30 P.M.**

Board of Adjustment Meeting Minutes	May 12, 2022
Building Department Monthly Report	May 2022
Mayor and Council Executive Session Minutes	June 2, 2022
Plainfield Area Regional Sewerage Authority Meeting Minutes	May 5, 2022
Police Activity Report	May 2022

Acknowledging Receipt of the following Correspondence:

#16 – Township of Scotch Plains, 6/2/22, re: *Ordinance 2022-14 Amending the Current Cannabis Zoning, Public Hearing Scheduled for June 21, 2022 at 7:30 P.M.* c: M&C, JD, TS

**CONSENT RESOLUTIONS**

*The resolutions listed below were submitted to the Governing Body for review and will be adopted by one motion.*

- R1: Authorizing Purchase Orders over \$2,000 - Urban Air-Avenel (*Recreation summer camp trip*)  
Taylor Rental (*Summer camp tent*)  
S.E. Rose Trucking (*Emergency road repair*)  
Pacific Lawn Sprinklers (*repair of sprinkler system*)  
Sage Landscape Contractors (*Texier House walkway*)  
America the Beautiful Flags & Flagpoles (*flagpoles*)
- R2: Authorizing Clerk to Issue Raffle License – Sisters of Mercy of the Americas Mid-Atlantic
- R3: Authorizing Renewal of Liquor Licenses for 2022 – 2023 Term
- R4: Authorizing Redemption of Tax Sale Certificate #21-00001 by Fig Cust FIGNJ19LLC Sec Pty on Block 4901 Lot 3, 438 Watchung Avenue
- R5: Authorizing Field and Facility Permit Application for use of Pavilion – August 23 and 24, 2022
- R6: Authorizing Bill List

**NON-CONSENT RESOLUTIONS**

- R7: Authorizing Appointment of Camp Counselors for 2022 Summer Camp
- R8: Authorizing Donation of Fire Department Vehicle to the City of La Vega, Dominican Republic
- R9: Authorizing Memorandum of Agreement between the Borough and the PBA Local #193
- R10: Authorizing an Affordable Housing Agreement with Our House, Inc. In Connection with the

**BOROUGH OF WATCHUNG  
MAYOR & COUNCIL MEETING AGENDA**

**JUNE 16, 2022 - 7:30 P.M.**

Operation of An Affordable Housing Group Home

R11: Authorizing Appointment of Principal Public Works Manager/ Director of Public Works

R12: Authorizing Change Order No. 1 for J.A. Alexander, Inc. for FY 2020 & FY 2021 Roadway Improvement Project

Introduction of OR#22/06

**OR 22/06 “AN ORDINANCE TO AMEND THE CODE OF THE BOROUGH OF WATCHUNG, CH. 5-12.76 ET SEQ. THEREOF, AND TO, FIX AND DETERMINE MINIMUM AND MAXIMUM SALARIES AND COMPENSATION TO BE PAID TO CERTAIN EMPLOYEES.”**

R13: Introducing OR 22/06 Establishing Min / Max Salary Ordinance

R14: Authorizing Field and Facility Permit Application for Use of Mobus Field – Watchung IDEA Committee for Juneteenth Celebration on June 18, 2022

**PUBLIC PORTION - GENERAL DISCUSSION**

*Individuals commenting are limited to 3 minutes per person, and will not be permitted to speak again until everyone has had an opportunity to speak. For those joining us through Zoom, you will need to click on the “Raise your hand” feature. For those joining us through the conference call line, you will need to press \*9 to raise your hand, when prompted press \*6 to unmute yourself. If a group is represented by an attorney, the attorney will be given 5 minutes to make the presentation for the group.*

**EXECUTIVE SESSION**

R15: Authorizing Executive Session: Contract Negotiations, Anticipated Litigation and Personnel Matters

The Borough Council may take official action on those items discussed in executive session upon return to open session.

**ADJOURNMENT**

The next meeting of the Mayor and Council will be held on Thursday, July 14, 2022 at 7:30 P.M.

**BOROUGH OF WATCHUNG  
RESOLUTION: R1**

**WHEREAS**, Section 2-25.13 of the Code of the Borough of Watchung requires that contracts for purchases or services involving more than two thousand dollars be awarded by a resolution of the Mayor and Council.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Watchung, County of Somerset, State of New Jersey, that the Purchasing Agent be authorized to issue Purchase Orders as follows:

Vendor: Urban Air-Avenel, 1600 Saint George Avenue, Avenel, NJ 07001  
Item: Recreations Summer Camp Trip for 8/12  
Total Price: \$2,06.74  
Charged to: 2-01-245-202

Vendor: Taylor Rental  
Item: Summer Camp Tent 20'x30'  
Total Price: \$5,862.00  
Charged to: 2-01-245-202

Vendor: S.E. Rose Trucking & Excavating, Inc., 27 Passaic Ave, Warren, NJ 07059  
Item: Emergency road repair  
Total Price: \$5,000.00  
Charged to: 2-01-610-201

Vendor: Pacific Lawn Sprinklers, 2242 129<sup>th</sup> Street, College Point, NY 11356  
Item: Repair of sprinkler system  
Total Price: \$16,900.00  
Charged to: 2-01-155-266

Vendor: Sage Landscape Contractors, PO Box 7237, Watchung, NJ 07069  
Item: Texier House Walkway  
Total Price: \$11,300.00  
Charged to: C-02-607-A15

Vendor: America the Beautiful Flags & Flagpoles, 400 Maple Avenue, Oradell, NJ 07649  
Item: Flagpoles  
Total Price: \$3,647.00  
Charged to:

\_\_\_\_\_  
Ronald Jubin, Council President

\_\_\_\_\_  
Keith S. Balla, Mayor

ADOPTED: JUNE 16, 2022  
INDEX: PURCHASING  
C: B. HANCE

**BOROUGH OF WATCHUNG**  
 15 Mountain Boulevard  
 Watchung, NJ 07069  
 TEL (908)756-0080 FAX (908)757-7027

PURCHASE ORDER	
THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CORRESPONDENCE, ETC.	
NO.	22-00586

SHIP TO	WATCHUNG MUNICIPAL BUILDING 15 MOUNTAIN BLVD. WATCHUNG, NJ 07069-6399 LINDA MONETTI
	VENDOR #: UAAVE
VENDOR	URBAN AIR - AVENEL 1600 SAINT GEORGE AVENUE AVENEL, NJ 07001

ORDER DATE: 06/03/22  
 REQUISITION NO: RR200350  
 DELIVERY DATE:  
 STATE CONTRACT:  
 ACCOUNT NUM:

PAYMENT RECORD	
CHECK NO.	
DATE PAID	

NOTICE: TAX ID #22-6002382 - TAX EXEMPT

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	FINAL PAYMENT FOR FRI. 8/12/22 ORDER # 252596	2-01- -245-202 Summer Camp	1,764.7400	1,764.74
	44 STUDENT & 4 COUNSELORS			
	INCLUDES LUNCH - SEE INVOICE ATTACHED			
1.00	15% GRATUITY	2-01- -245-202 Summer Camp	300.0000	300.00
			TOTAL	2,064.74

DRAFT

CLAIMANT'S CERTIFICATION & DECLARATION	OFFICER'S CERTIFICATION	APPROVAL TO PURCHASE
<p>I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.</p> <p>X</p> <p>VENDOR SIGN HERE</p> <p>OFFICIAL POSITION DATE</p> <p>TAX ID NO. OR SOCIAL SECURITY NO.</p>	<p>I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.</p> <p>DEPT. HEAD DATE</p> <p>VENDOR MUST SIGN CERTIFICATION STATEMENT ON THIS VOUCHER. MAIL VOUCHER &amp; ITEMIZED BILLS TO:</p> <p>BOROUGH OF WATCHUNG 15 Mountain Boulevard Watchung, NJ 07069</p>	<p>DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW.</p> <p>Chief Financial Officer</p> <p>COUNCIL APPROVAL CAN BE SEEN</p> <p>ON BILL LIST RESOLUTION</p>

**BOROUGH OF WATCHUNG**  
 15 Mountain Boulevard  
 Watchung, NJ 07069  
 TEL (908)756-0080 FAX (908)757-7027

PURCHASE ORDER	
THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CORRESPONDENCE, ETC.	
NO.	22-00580

ORDER DATE: 06/03/22  
 REQUISITION NO: RR200344  
 DELIVERY DATE:  
 STATE CONTRACT:  
 ACCOUNT NUM:

PAYMENT RECORD	
CHECK NO.	
DATE PAID	

NOTICE: TAX ID #22-6002382 - TAX EXEMPT

SHIP TO	WATCHUNG MUNICIPAL BUILDING 15 MOUNTAIN BLVD. WATCHUNG, NJ 07069-6399 TAYLOR RENTAL
	Taylor Rental 284 Springfield Ave Berkeley Heights, NJ 07922
VENDOR	VENDOR #: TAY

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	SUMMER CAMP TENT 20' X 30'	2-01- -245-202	4,750.0000	4,750.00
		Summer Camp		
1.00	sides	2-01- -245-202	1,112.0000	1,112.00
		Summer Camp		
			TOTAL	5,862.00

CLAIMANT'S CERTIFICATION & DECLARATION	OFFICER'S CERTIFICATION	APPROVAL TO PURCHASE
<p>I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.</p> <p>X</p> <p>VENDOR SIGN HERE</p> <p>OFFICIAL POSITION DATE</p> <p>TAX ID NO. OR SOCIAL SECURITY NO.</p>	<p>I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.</p> <p>DEPT. HEAD DATE</p> <p>VENDOR MUST SIGN CERTIFICATION STATEMENT ON THIS VOUCHER. MAIL VOUCHER &amp; ITEMIZED BILLS TO:          BOROUGH OF WATCHUNG          15 Mountain Boulevard          Watchung, NJ 07069</p>	<p>DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW.</p> <p>Chief Financial Officer</p> <p>COUNCIL APPROVAL CAN BE SEEN</p> <p>ON BILL LIST RESOLUTION</p>

**BOROUGH OF WATCHUNG**  
 15 Mountain Boulevard  
 Watchung, NJ 07069  
 TEL (908)756-0080 FAX (908)757-7027

PURCHASE ORDER	
THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CORRESPONDENCE, ETC.	
NO.	22-00616

SHIP TO	WATCHUNG MUNICIPAL BUILDING 15 MOUNTAIN BLVD. WATCHUNG, NJ 07069-6399
	VENDOR #: SERTE S.E. ROSE TRUCKING & EXCAVATING, INC. 27 PASSAIC AVENUE WARREN, NJ 07059  Phone: (908)626-9001

ORDER DATE: 06/09/22  
 REQUISITION NO:  
 DELIVERY DATE:  
 STATE CONTRACT:  
 ACCOUNT NUM:

PAYMENT RECORD	
CHECK NO.	
DATE PAID	

NOTICE: TAX ID #22-6002382 - TAX EXEMPT

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	emergency road repair not to exceed \$5,000	2-01- -610-201 Infrastructure Improvements	5,000.0000	5,000.00
			TOTAL	5,000.00

DRAFT

CLAIMANT'S CERTIFICATION & DECLARATION	OFFICER'S CERTIFICATION	APPROVAL TO PURCHASE
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# BOROUGH OF WATCHUNG

15 Mountain Boulevard  
 Watchung, NJ 07069  
 TEL (908)756-0080 FAX (908)757-7027

SHIP TO	WATCHUNG MUNICIPAL BUILDING 15 MOUNTAIN BLVD. WATCHUNG, NJ 07069-6399
	VENDOR #: PACIFICL PACIFIC LAWN SPRINKLERS PACIFIC LAWN SPRINKLERS 37 2242 129TH. STREET COLLEGE POINT, NY 11356  Phone: (908)838-4639

PURCHASE ORDER	
THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CORRESPONDENCE, ETC.	
NO.	22-00626

ORDER DATE: 06/10/22  
 REQUISITION NO:  
 DELIVERY DATE:  
 STATE CONTRACT:  
 ACCOUNT NUM:

PAYMENT RECORD	
CHECK NO.	
DATE PAID	

NOTICE: TAX ID #22-6002382 - TAX EXEMPT

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	Repair sprinkler system	2-01- -155-266 Building Repair & Maintenance	16,900.0000	16,900.00
			TOTAL	16,900.00

DRAFT

CLAIMANT'S CERTIFICATION & DECLARATION	OFFICER'S CERTIFICATION	APPROVAL TO PURCHASE
<p>I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.</p> <p><b>X</b></p> <p>_____ VENDOR SIGN HERE</p> <p>_____ OFFICIAL POSITION DATE</p> <p>_____ TAX ID NO. OR SOCIAL SECURITY NO.</p>	<p>I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.</p> <p>_____ DEPT. HEAD DATE</p> <p>VENDOR MUST SIGN CERTIFICATION STATEMENT ON THIS VOUCHER. MAIL VOUCHER &amp; ITEMIZED BILLS TO:                  BOROUGH OF WATCHUNG                  15 Mountain Boulevard                  Watchung, NJ 07069</p>	<p>DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW.</p> <p>_____ Chief Financial Officer</p> <p>_____ COUNCIL APPROVAL CAN BE SEEN</p> <p>_____ ON BILL LIST RESOLUTION</p>

# Pacific

## LAWN SPRINKLERS

*The Leading Name in Irrigation*

Service Location(s): East Brunswick, NJ  
Hanover, NJ

Quote No: Q260669

Phone: 908-838-4639  
Designer: HECTOR DIAZ

Date: 05/04/2022  
Quote Expires: 08/25/2022

Independently Owned & Operated

www.pacificlawnsprinklers.com

908-838-4639

support@pacificlawnsprinklers.com

Billing Address: AcctNo: 157419

BOROUGH OF WATCHUNG  
15 MOUNTAIN BLVD  
800-880 SOMERSET  
WATCHUNG, NJ 07069-6327

Service Address:

BOROUGH OF WATCHUNG  
15 MOUNTAIN BLVD  
800-880 SOMERSET  
WATCHUNG, NJ 07069-6327

Desc	Qty	Unit	Price	Extended
Repair Sprinkler System	1.00		16,900.00	16,900.00
Install Spray 4" Head: Commercial Grade including POLY pipe & fittings	28.00	EA		
Install Rotary Head 4": Commercial Grade including POLY pipe & fittings	44.00	EA		
Zone Valve 1" Installed: Commercial Control Valve in valve box	16.00	EA		
Drip Irrigation Tube upto 250	200.00	FEET		
Drip Assembly complete with Valve, Pressure Regulator & Filter	1.00	EA		
Install Wired Rain Sensor	1.00	EA		
Install Wireless Rain Sensor	1.00	EA		
Hunter Commercial Controller	1.00	EA		
Four Station Battery Operated Control w/Latching Solenoid	1.00	EA		
DC Latching Solenoid	1.00	EA		
Copper Connection 3/4"	3.00	EA		
Replace Backflow PVB 3/4" - 1	3.00	EA		
Valve Box Replacement	1.00	EA		

3 Year Manufacturer's Warranty On Controller, Valve and Heads\* 25 Year Manufacturer's Warranty on Pipe

Estimate SubTotal: 16,900.00

This estimate is to install New system for the Park island # 1 Also to Replace Back flow on The other Islands and to open the system for Those Islands ...This estimate do not cover for any extra repairs in those 3 Islands.

Accepted By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Date Accepted: \_\_\_\_\_

Sub Total: \$16,900.00

Sales Tax: \$0.00

**Total: \$16,900.00**

All parts and labor covered by the terms of this contract are warranted for one year against material defects and labor from date of completion.  
Owner agrees to assume responsibility for location, relocation and repair of any underground pipes, wires and hidden obstructions.  
\* Product Warranty applicable with an active Pacific Maintenance agreement only.



Service Location(s): East Brunswick, NJ  
Hanover, NJ

Quote No: Q260669

Phone: 908-838-4639  
Designer: HECTOR DIAZ

Date: 05/04/2022

Quote Expires: 08/25/2022

**LAWN  
SPRINKLERS**

*The Leading Name in Irrigation*

Independently Owned & Operated | www.pacificlawnsprinklers.com | 1-800-438-7224 | support@pacificlawnsprinklers.com

Billing Address: AcctNo: 157419

BOROUGH OF WATCHUNG  
15 MOUNTAIN BLVD  
800-880 SOMERSET  
WATCHUNG, NJ 07069-6327

Service Address:

BOROUGH OF WATCHUNG  
15 MOUNTAIN BLVD  
800-880 SOMERSET  
WATCHUNG, NJ 07069-6327

**NOTICE OF CANCELLATION**

Date: \_\_\_\_\_

YOU MAY CANCEL THIS TRANSACTION WITHOUT ANY PENALTY OR OBLIGATION WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN 10 BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELED.

IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLERS EXPENSE AND RISK.

IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN 20 DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREE TO RETURN THE GOODS TO THE SELLER AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM, TO PACIFIC LAWN SPRINKLERS, AT 22-42 129th STREET, COLLEGE POINT, NEW YORK 11356 NOT LATER THAN MIDNIGHT OF \_\_\_\_\_

Date

I HEREBY CANCEL THIS TRANSACTION.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Buyer's Signature)

# BOROUGH OF WATCHUNG

15 Mountain Boulevard  
 Watchung, NJ 07069  
 TEL (908)756-0080 FAX (908)757-7027

## PURCHASE ORDER

THIS NUMBER MUST APPEAR ON ALL INVOICES,  
 PACKING LISTS, CORRESPONDENCE, ETC.

NO. 22-00627

ORDER DATE: 06/10/22

REQUISITION NO:

DELIVERY DATE:

STATE CONTRACT:

ACCOUNT NUM:

## PAYMENT RECORD

CHECK NO.

DATE PAID

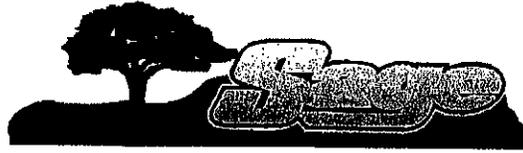
NOTICE: TAX ID #22-6002382 - TAX EXEMPT

SHIP TO	WATCHUNG MUNICIPAL BUILDING 15 MOUNTAIN BLVD. WATCHUNG, NJ 07069-6399
	VENDOR #: SAGELAND Sage Landscape Contractors PO Box 7237 Watchung, NJ 07069  Phone: (908)668-5858 Fax: (908)668-7575

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	Texier House Walkway	C-02- -607-A15	11,300.0000	11,300.00
		Texier House Improvements		
			TOTAL	11,300.00

DRAFT

CLAIMANT'S CERTIFICATION & DECLARATION	OFFICER'S CERTIFICATION	APPROVAL TO PURCHASE
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**LANDSCAPE CONTRACTORS & TREE EXPERTS**

P. O. BOX 7237 WATCHUNG, NJ 07069 TEL (908) 668-5858 FAX (908) 668-7575  
NJHC #13VH00324500 WWW.SAGELANDSCAPING.COM NJLTC #815234

June 6, 2022

Borough of Watchung  
15 Mountain Blvd.  
Watchung, NJ 07069

RE: Texier House Museum - 10 Mountain Blvd, Watchung, NJ 07069

Attention: Christine Ead

908-612-5310 Christine  
[cead@watchungnj.gov](mailto:cead@watchungnj.gov)

**PROPOSAL/CONTRACT**

We hereby propose to furnish all labor and materials necessary for the completion of:

**WALKWAY AND PATIO REPAIRS/RENOVATIONS:**

- Remove the damaged section of brick walkway at the rear right corner of the building.
- Remove the damage section of brick patio behind the building.
- Remove the remaining portion of patio. Walk away from the patio to the parking lot to remain as is.
- Supply and install additional gravel and quarry dust base as needed to regrade and prepare the disturbed areas.
- Supply and install additional jersey shale red flashed bricks for the walkway area.
- Install the bricks in a herringbone pattern with a soldier course border.
- Install the township supplied bricks for the patio area in a running bond pattern with a soldier course border.
- Supply and install polymeric sand in the joints and cement along the edges.
- Supply all necessary topsoil, seed and hay to repair the disturbed lawn areas around the walkway border and patio border.

\$11,300.00



**LANDSCAPE CONTRACTORS & TREE EXPERTS**

P. O. BOX 7237 WATCHUNG, NJ 07069 TEL (908) 668-5858 FAX (908) 668-7575  
NJHC #13VH00324500 WWW.SAGELANDSCAPING.COM NJLTC #815234

*Any non standard items related to the project, but not limited to (pool tile, custom coping, plaster, accent gates, aluminum fencing, lighting), will require additional lead time and increased cost. Changes to these items after the commencement of the project may result in significant delays. Non-stock items normally require 4 - 8 weeks for delivery.*

**WE PROPOSE** hereby to furnish material and labor in accordance with above specifications, for the sum of \$ as above and NJ sales tax if applicable.

Payment to be made as follows:

1/3 deposit, 1/3 day of start and balance due upon completion.

Due to fluctuating fuel costs, a fuel surcharge may be added to the invoice if there are additional expenses incurred during the course of the project.

Due to current state of events material prices are constantly increasing. Quoted price might have to be adjusted upon ordering/receiving materials.

Permits, Zoning Application, Engineer Application, and/or Tree Permits etc.etc. If required will be completed by Sage Landscape Contractors & Tree Experts at an additional cost of \$125.00 per hour plus the cost of the permits.

Authorized Signature: \_\_\_\_\_

Please review the above information and the terms and conditions on the reverse side.

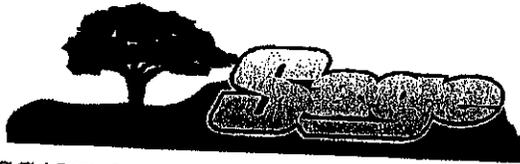
**ACCEPTANCE OF PROPOSAL:** The above prices, specifications, terms and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

**PHOTOGRAPHS:** For the consideration of \$1.00 and other good and valuable consideration, OWNER hereby allows, permits and authorizes CONTRACTOR to take photos of project; and further allows, permits and authorizes the use of the photos in sales promotions, advertisements and for any other uses.

Signature: \_\_\_\_\_ Date of Acceptance: \_\_\_\_\_

Sign and return (1) copy authorizing these services.

Please retain (1) copy for your records. This is not an invoice.



**LANDSCAPE CONTRACTORS & TREE EXPERTS**

P. O. BOX 7237 WATCHUNG, NJ 07069 TEL (908) 668-3858 FAX (908) 668-7575  
NJHC #13VH00324500 WWW.SAGELANDSCAPING.COM NJLTC #815234

**GUARANTEE:** The contractor herein guarantees the above mentioned shrubbery and trees for 6 months with an irrigation system and 3 months without an irrigation system from the date of their installation, except if injury or loss of the said shrubbery or trees is caused by any of the following:

- a) *Unreasonable or adverse weather conditions;*
- b) *Acts beyond the control of the Contractor;*
- c) *Improper irrigating and watering;*
- d) *As to shrubbery, lack of water, improper protection during winter months. The Contractor's above-mentioned guarantees are conditioned upon the purchaser giving notice in writing to the Contractor within the ten (10) days from the date of the injury of the said shrubbery or trees.*

The said guarantee is in lieu of all other implied or expressed warranties or representations, which have not been incorporated into this contract. All unit measurements are approximate.

Damage Waiver for: Driveway, Curbing and sidewalks. (Sage Landscape Contractors, Inc. not responsible).

Sage Landscape Contractors, Inc. will not be held responsible for ANY unmarked underground utilities including but not limited to: Irrigation systems, drainage pipes, water lines, electrical lines, gas lines, septic systems, cable lines, telephone lines, dog fencing etc...

Sage Landscape Contractors, Inc. shall have access and freedom of movement on purchaser's property, and purchaser shall not restrict Sage Landscape Contractor's Inc. from recovering any and all equipment, plant material, construction materials, mulching, irrigation equipment or miscellaneous items in the event of purchaser's failure to comply with payment schedule.

Title and ownership of all aforementioned materials and equipment shall remain the personal property of Sage Landscape Contractors, Inc., or purchaser shall be responsible for protecting all such property until all monies due Sage Landscape Contractors, Inc. have been paid in full.

**PHOTOGRAPHS:** For the consideration of \$1.00 and other good and valuable consideration, OWNER hereby allows, permits and authorizes CONTRACTOR to take photos of project; and further allows, permits and authorizes the use of the photos in sales promotions, advertisements and for any other uses.

In the event of default by the purchaser of any or all provisions in the contract, purchaser agrees to pay all costs including but not limited to collection costs, interest on default of payment, and responsible attorney fees.

2% interest per month will be added to all monies due Sage Landscape Contractors, Inc.

Contractor: \_\_\_\_\_  
Ed Sage, III  
NJ Licensed Tree Expert #815234  
LTE#693

Purchaser: \_\_\_\_\_  
Christine Ead

Date: \_\_\_\_\_

Estimates for Flag Pole, flag and Electrical for Best Lake

Company	30-Foot	Butt Diameter	30-Foot Pole White Fiberglass (Not Conductive)	30-Foot Pole aluminum/satin finish/groun ding spike	Flag Size/Cost	Depth Of Pole	External Halyard Rope	Internal Halyard Rope	Gold Ball Top	Cost Inc. Tax Exempt and Installation
A&A Industrial	30-Foot	6"		X	5 X 8 Poly \$0.00	3-Feet	X		X	\$4,700.00
Gates Flag & Banner	30-Foot	6.75"	X		6 X 10 Poly \$0.00	3-Feet		X	X	\$3,925.00
Gates Flag & Banner	30-Foot	6.75"	X		6 X 10 Poly \$0.00	3-Feet	X		X	\$3,125
Trl State Flagpole	30-Feet	6"		X	5 X 8 nylon \$0.00	3-Feet		X	X	\$4,920.00
Trl State Flagpole	30-Feet	6"	X		5 X 8 nylon \$0.00	3-Feet		X	X	\$4,582.00
Trl State Flagpole	30-Feet	6"	X		5 X 8 nylon \$0.00	3-Feet	X		X	\$4,106.00
America The Beautiful	30-Feet	6.75"		X	5 X 8 Nylon \$0.00	3-Feet	X		X	\$3,650.00
America The Beautiful	30-Feet	6.75"	X		5 X 8 Nylon \$0.00	3-Feet		X	X	\$3,647.00
America The Beautiful	30-Feet	6.75"	X		5 X 8 Nylon \$0.00	3-Feet	X		X	\$3,322.00

DRAFT

**BOROUGH OF WATCHUNG  
RESOLUTION: R2**

**WHEREAS**, Sisters of Mercy of the Americas, Mid-Atlantic Community has made an application to the Borough of Watchung, County of Somerset, for a Raffle License; and

**WHEREAS**, said application has been presented as required for Findings and Determinations; and

**WHEREAS**, the Borough Clerk has reported that the proper fees have been paid and therefore recommends its approval.

**NOW, THEREFORE, BE IT RESOLVED** by the Governing Body of the Borough of Watchung, County of Somerset, State of New Jersey that the Borough Clerk is hereby instructed to issue Raffle License #665 as follows:

NAME & ADDRESS OF ORGANIZATION

Sisters of Mercy of The Americas Mid - Atlantic  
1645 US Highway 22 West  
Watchung, NJ 07069-6587

DATES OF RAFFLE

December 1, 8, 15, 22, 29 2022  
January 5, 12, 19, 26, 2023  
February 2, 9, 16, 23 2023

\_\_\_\_\_  
Ronald Jubin, Council President

\_\_\_\_\_  
Keith S. Balla, Mayor

ADOPTED: JUNE 16, 2022  
INDEX: LICENSES  
C: R. ANGELO

**FINDINGS AND DETERMINATION**

APPLICATION NO. RA 665

IDENTIFICATION NO. 528-5-13630  
(Complete 2 copies)

APPLICATION FOR RAFFLE LICENSE

Insert name of Municipality BOROUGH OF WATCHUNG

Name of Applicant SISTERS OF MERCY OF THE AMERICAS MID ATLANTIC

(Mark appropriate answers to ALL questions)

1. Applicant (is <input checked="" type="checkbox"/> ) (is not <input type="checkbox"/> ) qualified.	6. There (is <input checked="" type="checkbox"/> ) (is not <input type="checkbox"/> ) satisfactory proof that no payment will be made for conducting the games or assisting therein except to the extent allowed by law.
2. Members designated to conduct games (are <input checked="" type="checkbox"/> ) (are not <input type="checkbox"/> ) bona-fide active members.	7. There (is <input checked="" type="checkbox"/> ) (is not <input type="checkbox"/> ) satisfactory proof that the prizes are of the nature and amount allowed by the Act.
3. Members designated to conduct games (are <input checked="" type="checkbox"/> ) (are not <input type="checkbox"/> ) of good moral character and have never been convicted of a crime.	8. The rental to be paid for raffles equipment (does <input checked="" type="checkbox"/> ) (does not <input type="checkbox"/> ) conform to the schedule of authorized rentals prescribed by the rules of the Control Commission and the raffles equipment leaser (has <input checked="" type="checkbox"/> ) (has not <input type="checkbox"/> ) been approved by the Control Commission.
4. The games (will <input checked="" type="checkbox"/> ) (will not <input type="checkbox"/> ) be conducted according to the Act and the Rules and Regulations.	9. Other:
5. The entire net proceeds (are <input checked="" type="checkbox"/> ) (are not <input type="checkbox"/> ) to be disposed of for a purpose permitted by this Act.	10. License is (granted <input checked="" type="checkbox"/> ) (denied <input type="checkbox"/> )

JUNE 16, 2022

(Date)

\_\_\_\_\_  
(SIGNATURE OF VERIFYING OFFICIAL)

Mayor, Borough of Watchung

(TITLE)

(Send one copy to the Control Commission)

**BOROUGH OF WATCHUNG  
RESOLUTION: R3**

**WHEREAS**, applications have been received for the renewal of liquor licenses and the fees have been paid therefore, and

**WHEREAS**, the Police Department has approved the premises below for renewal.

**NOW THEREFORE BE IT RESOLVED** by the Governing Body of the Borough of Watchung, County of Somerset that the following renewal licenses be issued as follows:

**PLENARY RETAIL CONSUMPTION LICENSE: Fee- \$2,500.00**

1821-32-002-010	SHIVPRIYA LLC, 1601 US Highway 22 dba The Wine Cellar of Watchung
1821-33-006-006	TGI FRIDAYS INC, 1701-100 Route 22
1821-33-007-001	Twin Brooks Lounge, 600 Mountain Boulevard
1821-33-001-007	TOCCI Restaurant Inc., 141 Stirling Road dba Water & Wine Ristorante
1821-33-004-004	Watchung BWV Limited Liability Company, dba Buffalo Wild Wings Grill & Bar - 1599 Route 22 West

**PLENARY RETAIL DISTRIBUTION LICENSE: Fee- \$2,500.00**

1821-44-003-007	VDK Ho Liquor Corp, 451 Watchung Avenue dba Watchung Liquor Store
-----------------	--

**BE IT FURTHER RESOLVED** that the licenses as listed above be issued for a renewal term starting on July 1, 2022 through June 30, 2023 and that the Borough Clerk is hereby authorized to deliver the aforementioned licenses, and that a certified copy of this resolution be sent to the State Commissioner of Alcoholic Beverage Control.

\_\_\_\_\_  
Ronald Jubin, Council Member

\_\_\_\_\_  
Keith S. Balla, Mayor

ADOPTED: JUNE 16, 2022  
INDEX: LICENSES  
C: RA, NJ ABC

*I, Edith G. Gil, Municipal Clerk of the Borough of Watchung, County of Somerset, State of New Jersey, do hereby certify the foregoing to be a true copy of a resolution adopted by the Mayor and Council at a meeting held on June 16, 2022.*

\_\_\_\_\_  
Edith G. Gil, RMC

**BOROUGH OF WATCHUNG  
RESOLUTION: R4**

**WHEREAS**, funds have been remitted by Thomas Charles & Rachel Langton to redeem tax sale certificate #21-00001 held by Fig Cust FIGNJ19LLC Sec Pty on Block 4901 Lot 3, 438 Watchung Avenue, and the Mayor and Council must approve the distribution of these funds.

**NOW, THEREFORE BE IT RESOLVED**, by the Mayor & Council of the Borough of Watchung, County of Somerset, State of New Jersey, that the Treasurer is authorized to remit payment to the lienholders as follows:

Principal	\$ 15,689.85
Interest & Penalties	\$ 1,033.27
Premium	\$ 56,800.00
Total:	\$ 73,523.12

\_\_\_\_\_  
Ronald Jubin, Council President

\_\_\_\_\_  
Keith S. Balla, Mayor

ADOPTED: JUNE 16, 2022  
INDEX: FINANCE-MISC.,  
C: B. HANCE, ,

**BOROUGH OF WATCHUNG  
RESOLUTION: R5**

**WHEREAS**, the Borough of Watchung has received a Field and Facility Permit Application which has been reviewed by the Recreation Coordinator; and

**WHEREAS**, the Governing Body of the Borough of Watchung, County of Somerset, State of New Jersey wishes to authorize said application.

**NOW THEREFORE BE IT RESOLVED**, by the Mayor and Council of the Borough of Watchung that the use of Pavilion located at Mobus Field is authorized for the intended use as noted below and is hereby approved:

1. Weaver Math Camp, a tutoring program, from 9 AM to 12 PM, on the following days:  
August 23 and 24, 2022.
2. All approvals are subject to having a complete application on file.

\_\_\_\_\_  
Ronald Jubin, Council President

\_\_\_\_\_  
Keith S. Balla, Mayor

ADOPTED: JUNE 16, 2022  
INDEX: RECREATION  
C: LM

**BOROUGH OF WATCHUNG  
RECREATION COMMISSION**

**FIELD AND FACILITY PERMIT APPLICATION**

NAME: MaryEllen Weaver

ADDRESS: [REDACTED]

PHONE: (H) N/A (W) N/A (C) [REDACTED]

EMAIL cmew@optonline.net SPORT/EVENT Math Camp

Name of Organization, Team, Club Etc. Weaver Math Camp

Profit  Non-Profit

FIELD USE	FEE
<u>*Pavilion Rental;</u>	
Resident	\$50.00 per event
Non-Resident / Commercial	\$100.00 per event
Port-A-John Rental	\$150.00 (includes delivery)
*Mobus / Phillips Fields:	
Sport Programs	\$15.00 per person/week or program
Events (Non-Profit) – Resident	\$50.00 per event
Non-Resident	\$150.00 per event
*Gazebo:	
Resident	\$50.00 per event
Non-Resident	\$100.00 per event
*Seniors Room:	
Residents/Non-Profit	No Charge
Profit Organizations	\$25.00 per hour / \$100.00 minimum

All Watchung Based Non-Profit Sports Programs, Government or School Based Events and Non-Profit Fund Raising Events Free of Charge

All fees include removal of bagged garbage and access to electricity, if needed.

~~FIELD~~ FACILITY REQUESTED Pavilion at Mobus Field

DATES Tuesday and Wednesday, August 23 & 24, 2022

TIMES 9:00 am to 12:00 pm

## Watchung Recreation Commission Facility/Field Use Policies and Lease Agreement

### General Information

To rent a facility or field, community organizations are required to complete a rental application and pay the appropriate fee (if applicable). No "Sub-leasing" of any kind from one sports group to another is permitted. All dates, times and fields must be approved.

The Recreation Commission reserves the right to consider all rental requests and allocate rental time based on the number of requests and overall time requested. The Recreation Commission reserves the right to disapprove permits if it is determined that fields are deteriorating because of overuse.

Community members must be 21 years of age to sign a Field Use agreement or rent a field or facility. All applicants are required to provide one adult chaperone for each group of 10 youth in attendance under the age of 21 for all planned activities.

The Recreation Commission reserves the right to require the renter to provide police security for special programs.

All fees are to be paid in full two weeks prior to an approval unless other arrangements have been made with the Recreation Coordinator.

The Recreation Commission reserves the right to cancel practices/games due to weather conditions and/or field conditions. Failure to abide by this policy can result in cancellation of your rental agreement.

### Renter Responsibilities

All applicants requesting use of Watchung fields or facilities must observe the following guidelines and requirements:

1. The renter must leave the area, facility or equipment in a clean and orderly condition. All trash must be properly disposed.
2. Prohibited Items: Beer, wine, alcoholic beverages, firearms, tobacco and illegal drugs.
3. Liability: The Watchung Recreation Commission and the Borough of Watchung assume no liability for the renter's use of the equipment, field or facility. The applicant shall hold the Borough harmless from any claim or liability arising out of any activity or conduct of the renter while using the equipment, field or facility in question. Applicants are required to supply general liability insurance that covers the Borough with limits of \$1,000,000.00 combined single limit with an aggregate of \$2,000,000.00. A certificate of insurance, must be filed with the Borough at least five days prior to the use of the Boroughs field or facility.
4. Governmental Boards and Agencies: facilities are available at no charge to official government boards and agencies for events in the public interest when not otherwise in conflict with this policy.
5. Damages: Any and all damages to the facilities, equipment, and other Borough property, while being used by the renter, will be the responsibility of the renter and payable in full to the Borough of Watchung. Payment will include the costs of all labor, materials, and supplies to repair or replace the damage to facilities. The Recreation Commission reserves the right to decline renting to patrons who have incurred damages to Borough property in previous rentals.
6. Policy of Non-Discrimination: The Borough of Watchung facilities are available on a non-discriminatory basis. Appropriate activities need to accommodate individuals regardless of age, sex, race, color, religion, national origin, physical or mental disabilities, or marital status. The Borough of Watchung does not discriminate on the basis of disability in admission, access, treatment or employment in its programs or activities.
7. ADA Statement: Although specific programs for persons with disabilities are limited, the Watchung Recreation Commission is committed to providing equal access to programs and facilities for these individuals. Reasonable accommodation and support can be requested to provide access to desired programs and activities. Requests should be made at least 10 days in advance. In addition, where a need is demonstrated and resources are available every reasonable effort will be made to establish specific programs for persons with disabilities.

The individual signing this lease agreement is responsible for ensuring that all policies included in this agreement are followed. The representative should notify us immediately if there are any maintenance or safety issues or damage to the fields that need to be addressed. Please sign below to confirm that you have received a copy of the Facility/Field Use Policy and Lease Agreement and agree to abide by these policies.

Name MaryEllen Weaver Signature [Signature] Date 6/2/2022

**HOLD-HARMLESS AGREEMENT**

1. "I / WE" "ME / MY / OUR" shall mean one of the following:  
AN INDIVIDUAL: Name: Mary Ellen Weaver OR  
ORGANIZATION: Name: \_\_\_\_\_ OR  
CORPORATION or LLC: Name: \_\_\_\_\_

2. "YOU/YOUR/YOURSELF" shall mean the municipal corporation known as the Borough of Watchung and the Borough of Watchung Recreation Commission, its public officials, members, agents, servants, employees, or contractors.

3. GENERAL INFORMATION: **Per Field and Facility Permit Application Attached**

4. I sign this Hold-Harmless as MY voluntary act and by this act agree to hold YOU harmless and indemnify YOU from any claims, suits, or other actions arising from, caused by, or which are the alleged result of any act or omission of any organization, corporation, guest, invitee, licensee, visitor or other person present on the premises listed above in order to participate in, organize, assist, enjoy, supervise or in any other way further the activity I will be holding (as described above) on the date(s) listed above.

5. I state that the activity listed above will not include the consumption of alcoholic beverages, but should any person described in Paragraph 4 consume alcohol or allow or permit others to consume alcohol then I agree to be bound by the terms of paragraph 6 below.

6. I state that the activity listed above will include the consumption of alcoholic beverages and that because of such consumption I have the following additional duties to perform for You related to the use of the site listed above:

(a) that I am solely responsible for the dispensing and consuming of alcohol, including the prudent and responsible dispensing and consuming of alcohol by all persons involved in the activity described above, including but not limited to those persons described in paragraph 4 above; (b) to acknowledge by the signing of this Hold-Harmless that You have no authority, control, or participation in the dispensing or consuming of alcohol on the site and date listed above and that I will take no step(s), action(s), or measure(s) to convey the idea that You in any way have promoted, assisted, or participated in the dispensing and consuming of alcoholic beverages on the site and date listed above; (c) that I will not allow persons under the age of 21 to dispense or consume alcohol at the site during the activity to be held on Your property; (d) to comply with all municipal Ordinances relating to the consumption of alcoholic beverages, including but not limited to obtaining any necessary permits.

7. I also shall provide You with a Certificate of Insurance and that I shall provide same as soon as practicable and not less than five (5) business days before the date of the planned activity. Said insurance shall be written with a company maintaining a rating of at least "A-" according to A.M. Bests. Said policy shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence (\$3,000,000 per occurrence if liquor is being served or consumed). It is understood You will be listed as an additional insured on that policy and Certificate of Insurance. If I, as an individual, am holding a private, personal event, I shall provide YOU with a copy of My Homeowners or Condo or Renters or Personal Excess Liability policy declarations page with personal liability coverage of not less than one million dollars (\$1,000,000) each occurrence.

8. (Applicable to Corporation Only) I also agree that I am obligated to reimburse YOU for all reasonable attorney's fees incurred by YOU to enforce the terms of this Hold-Harmless or to defend YOURSELF against any claim, suit, demand for subrogation, or other action which a court of competent jurisdiction later determines by final order or judgment should have been defended by ME or at MY sole cost and expense pursuant to this Hold-harmless.

9. LEGAL SIGNATURES:

Signature on behalf of "I/WE/ME/MY/OUR":

Individual

Mary Ellen Weaver

Date

6/2/2022

on behalf of

Mary Ellen Weaver

Organization or Corporation or LLC

and

Signature & Title of Person on behalf of the Borough of Watchung and Watchung Recreation Commission

Date

**2020 ACKNOWLEDGMENT AND WAIVER OF LIABILITY, INDEMNIFICATION AND HOLD HARMLESS FOR THE USE OF BOROUGH OF WATCHUNG FIELDS, PARKS AND FACILITIES (APPLICANT)**

**I. Background and Purpose**

The Borough of Watchung and the Borough of Watchung Recreation Commission (hereinafter jointly and separately referred to as the "Borough of Watchung") offer(s) Facility, Park and Field Use to the public for a variety of indoor and outdoor physical, social and educational programs and activities, including but not limited to competitive and non-competitive sports and sporting events, organized leagues, day camps, games, and instructional/training programs and camps (collectively referred to hereinafter as the "FACILITY AND FIELD USE"). The Borough of Watchung fields, facilities, parks and property and other public and semi-public places may be accessible to large numbers of people on a daily basis.

Due to the ongoing COVID-19 pandemic, and until further notice, any Organization, Company, and or individual(s) seeking to rent a Borough of Watchung facility or field for an event, program, or planned activity ("PROGRAM") shall require any adult, age 18 or older wishing to enroll themselves, their child(ren) or any other dependent(s) family members into or participate in the PROGRAM, or seeking to otherwise voluntarily participate or attend the PROGRAM as a coach, counselor, instructor, referee, official, or volunteer, to complete, sign an Acknowledgement and Waiver of Liability. It shall be the sole responsibility of the Applicant for the use of the Borough Field, Park and/or Facility to obtain and maintain a copy of the Acknowledgement and Waiver of Liability for a period of at least two (2) years from the date of the scheduled event.

Permission to access any Borough of Watchung facilities, property and equipment is expressly conditional on the Organization, Company and/or Individual(s) seeking to use or rent a Borough Field or Facility obtaining from all of its participants and attendees a properly completed and signed Acknowledgement and Waiver of Liability in a timely manner. The Organization, Company and/or Individual shall not permit an individual's participation or attendance in the PROGRAM without an executed Acknowledgement and Waiver of Liability.

Access to any Borough of Watchung facility, field, park, property and/or equipment may be denied or revoked at any time for the failure of the Organization, Company and/or individual to have obtained a properly completed, signed Acknowledgement and Waiver of Liability from all of its participants and/or attendees.

**II. Acknowledgment and Waiver and Indemnification and Hold Harmless**

I/WE, shall mean the following:

An INDIVIDUAL: Name: Mary Ellen Weaver *MEW* 6/7/2022

ORGANIZATION: Name: \_\_\_\_\_

CORPORATION or LLC: Name: \_\_\_\_\_

I/WE have requested the use of a Borough of Watchung Field, Facility and/or Park for a PROGRAM and in consideration of the use of the Borough Field, Facility, and/or Park, I/WE, the undersigned agree to assume all risks of the Program and agree to indemnify and hold the Borough of Watchung and its officers, agents, and employees harmless from any and all liability, claims, costs, and attorney's fees arising out of the use of the Borough Property.

I/WE acknowledge that the Pandemic Illnesses: (1) are highly contagious and may cause serious permanent bodily injury, including death, of healthy persons of all ages; (2) are subject to changing recommendations on limiting risk of exposure and spread; (3) remain prevalent throughout New Jersey; (4) are highly likely to spread to persons in direct contact with or in close proximity to (within about 6 feet) an infected person; (5) believed by the CDC/NJDOH to spread by droplets produced into the air when an infected person coughs, sneezes, talks or otherwise moves air out through their nose and mouth, and from touching surfaces on which droplets containing the virus exist.

I/WE further acknowledge that operation and implementation of the PROGRAM may pose an inherent and heightened risk of exposure, infection and bodily injury from the Pandemic Illnesses regardless of preventative measures taken by the Borough of Watchung.

By signing this ACKNOWLEDGEMENT, WAIVER, INDEMNIFICATION AND HOLD HARMLESS, I/WE on behalf of ourselves, the PROGRAM PARTICIPANT(S) and other members of their household, voluntarily agree to assume all of the foregoing risks, and do accept sole and complete responsibility for any and all injuries, damage(s) and other losses to the PROGRAM PARTICIPANT(S), and other members of their household for attending or participating in the PROGRAM, including for all bodily injuries, disabilities, permanent disabilities, deaths, illnesses, damages, losses, claims, demands, liabilities, medical treatment and expenses, attorneys' fees, costs of suit and/or expenses of any kind that is incurred in connection with attending or participating in any PROGRAM.

I/WE, on behalf of myself/ourselves, HEREBY RELEASE, COVENANT NOT TO SUE, DISCHARGE, WAIVE AND AGREE TO INDEMNIFY AND HOLD HARMLESS THE BOROUGH OF WATCHUNG, THE BOROUGH OF WATCHUNG RECREATION COMMISSION, AND EACH OF THE BOROUGH OF WATCHUNG'S OFFICIALS, OFFICERS, EMPLOYEES AGENTS, VOLUNTEERS AND REPRESENTATIVES FOR AND FROM ANY AND ALL CLAIMS, DAMAGES, DEMANDS, LOSSES, LIABILITIES, ACTIONS, COSTS AND EXPENSES OF ANY KIND ARISING OUT OF OR IN ANY WAY RELATING TO THE ACCIDENTAL AND/OR NEGLIGENT EXPOSURE TO THESE PANDEMIC ILLNESSES FROM ATTENDING OR PARTICIPATING IN THE PROGRAM(S).

I/WE UNDERSTAND AND AGREE THAT THIS WAIVER, RELEASE, HOLD HARMLESS AND INDEMNIFICATION INCLUDES ANY AND ALL CLAIMS BASED ON THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF THE BOROUGH OF WATCHUNG, THE BOROUGH OF WATCHUNG DEPARTMENT OF RECREATION AND THE BOROUGH OF WATCHUNG'S OFFICIALS, OFFICERS, EMPLOYEES, AGENTS, VOLUNTEERS AND REPRESENTATIVES, REGARDLESS OF WHETHER INFECTION FROM THESE PANDEMIC ILLNESSES OCCUR BEFORE DURING OR AFTER PARTICIPATION AND/OR ATTENDANCE IN ANY PROGRAM(S) AT A BOROUGH OF WATCHUNG FIELD, PARK, AND/OR FACILITY.

This ACKNOWLEDGEMENT, WAIVER, INDEMNIFICATION AND HOLD HARMLESS does not supersede, circumvent, or cancel Borough of Watchung Recreation Department's Rules and Regulations relating to the use and/or rental of the Borough Field, Park or Facility.

If any part of this ACKNOWLEDGEMENT, WAIVER, INDEMNIFICATION AND HOLD HARMLESS is found by a court of competent jurisdiction to be invalid, the remainder of this WAIVER release from liability shall nevertheless remain in full force and effect and the offending provision or provisions severed here from.

The undersigned, has read and accepts the terms and conditions of this and is fully authorized to execute the within document on behalf of Organization, Corporation or Company, and acknowledges and agrees that it shall, to the fullest extent allowed by law, be effective.

  
Authorized Signature

6/17/22  
Date

Mary Ellen Weaver  
Print Name of Organization, Corporation and Title of Signatory

6/17/22  
Date

\_\_\_\_\_ Initial to confirm that the Individual, Organization, Corporation and/or Company has or will obtain an Acknowledgement and Waiver of Liability form for all PROGRAM PARTICIPANTS and will maintain a copy of such for a period of at least two (2) years from the date of the scheduled event.

DRAFT



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/7/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> License # <b>OE67789</b> <b>BENE-MARC ATHLETIC INSURANCE AGENCY</b> 6301 Southwest Blvd, Suite 101 Fort Worth, Texas 76132	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): <b>(800)247-1734</b>	FAX (A/C, No): <b>(817) 738-1811</b>
	<b>E-MAIL ADDRESS:</b> <b>SpecialEvents@Bene-Marc.com</b>	
<b>INSURED</b> Tenant Users of Bene-Marc Special Event Insurance Program Bene-Marc Special Event Insurance Services, LLC Weaver Math Camp-MaryEllen Weaver	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> <b>HDI Global Specialty SE</b>	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** Cert# 9071-52200-12400      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURER	TYPE OF INSURANCE	ADDL. INSR	SUBR. WAIV	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY			18LB3745	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 1,000,000.00
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000.00
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED'EXP (Any one person) \$ 5,000.00
	<input checked="" type="checkbox"/> Excludes Participant Legal Liability for Athletic or Sports Participants	X					PERSONAL & ADV INJURY \$ 1,000,000.00
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 5,000,000.00
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COM/PROP AGG \$ 2,000,000.00
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> OCCUR						\$
	<input type="checkbox"/> CLAIMS-MADE						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**

Pavilion at Mobus Field, Borough of Watchung including its current and former trustees, officers, directors, employees, and volunteers are added to this policy as additional insured, as their interests may appear.

Event: Weaver Math Camp - MaryEllen Weaver to be held 08-23-2022 - 08-24-2022 at Pavilion at Mobus Field, Borough of Watchung; Mobus Field Pavilion.

**CERTIFICATE HOLDER** Cert# 9071-52200-12400      **CANCELLATION**

<b>PAVILION AT MOBUS FIELD, BOROUGH OF WATCHUNG</b>  210 MOUNTAIN BOULEVARD  WATCHUNG NJ 07069	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b>  <b>Alisa Lynn Hall</b>
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**BOROUGH OF WATCHUNG  
RESOLUTION R6**

**BE IT RESOLVED**, by the Mayor and Council of the Borough of Watchung, that the Borough Treasurer be, and is hereby directed to pay bills in the amount of \$2,160,448.98 per the attached bill list. The expenditures can be broken down into the following categories:

Capital Fund	\$	18,063.90
Developer's Escrow	\$	2,951.75
Other Escrow	\$	71,387.00
Watchung Board of Education Taxes	\$	696,667.00
Watchung Hills Regional High School Taxes	\$	742,027.00
Current Fund	\$	629,352.31
<b>Total Expenditures:</b>	<b>\$</b>	<b>2,160,448.98</b>

\_\_\_\_\_  
Ronald Jubin

\_\_\_\_\_  
Wendy Robinson

\_\_\_\_\_  
Pietro Martino

\_\_\_\_\_  
Freddie Haysck

\_\_\_\_\_  
Christine Ead

\_\_\_\_\_  
Curt Dahl

\_\_\_\_\_  
William J. Hance, CFO

\_\_\_\_\_  
Keith Belle, Mayor

\_\_\_\_\_  
James Damato, Administrator

Date: June 16, 2022  
Index: Finance  
C: Finance

Range of Checking Accts: AFFORD HOUSING to WIRE TRANSFER Range of Check Dates: 05/27/22 to 06/10/22  
Report Type: All Checks Report Format: Detail Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void	Ref Num
PO #	Item	Description				Contract	Ref Seq Acct
CAPITAL ACCOUNT Investors Savings Capital Fund							
2309	06/10/22	REMINGTO Remington & Vernick Engineers					5442
22-00035	66	culverts	260.00	C-02- -902-B11	Budget		1 1
				JOHNSTON DR FUNDED			
22-00448	2	2022 Roadway Improvements	17,803.90	C-02- -104-A11	Budget		2 1
				2021 Roadway Improvements			
			<u>18,063.90</u>				

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	1	0	18,063.90	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	1	0	18,063.90	0.00

CURRENT FUND	Investors Bank Current Fund	Amount Paid	Charge Account	Account Type	Reconciled/Void	Ref Num
323	06/09/22 WAT01 WATCHUNG BORO. PAYROLL ACCT.					5440
22-00577	1 Watchung Boro Payroll	500.00	2-01- -110-111	Budget		1 1
			Salary & Wage			
22-00577	2 Watchung Boro Payroll	750.00	2-01- -165-111	Budget		2 1
			Salary & Wage			
22-00577	3 Watchung Boro Payroll	2,083.33	2-01- -190-111	Budget		3 1
			Salary & Wage			
22-00577	4 Watchung Boro Payroll	258.08	2-01- -200-111	Budget		4 1
			Salary & Wage			
22-00577	5 Watchung Boro Payroll	705.37	2-01- -255-111	Budget		5 1
			Salary & Wage			
22-00577	6 Watchung Boro Payroll	375.00	2-01- -110-111	Budget		6 1
			Salary & Wage			
22-00577	7 Watchung Boro Payroll	9,161.28	2-01- -115-111	Budget		7 1
			Salary & Wage			
22-00577	8 Watchung Boro Payroll	7,974.28	2-01- -120-111	Budget		8 1
			Salary & Wage			
22-00577	9 Watchung Boro Payroll	7,823.24	2-01- -130-111	Budget		9 1
			Salary & Wage			
22-00577	10 Watchung Boro Payroll	3,241.08	2-01- -135-111	Budget		10 1
			Salary & Wage			
22-00577	11 Watchung Boro Payroll	135.00	2-01- -140-111	Budget		11 1
			Salary & Wage			
22-00577	12 Watchung Boro Payroll	2,152.63	T-93- -100-208	Budget		12 1
			Accumulated Sick Leave			
22-00577	13 Watchung Boro Payroll	2,349.12	2-01- -150-111	Budget		13 1
			Salary & Wages			
22-00577	14 Watchung Boro Payroll	5,921.50	2-01- -205-111	Budget		14 1
			Salary & Wage			
22-00577	15 Watchung Boro Payroll	117.31	2-01- -205-112	Budget		15 1
			Overtime			
22-00577	16 Watchung Boro Payroll	1,422.41	2-01- -187-111	Budget		16 1
			Salary & Wage			
22-00577	17 Watchung Boro Payroll	143,689.42	2-01- -190-111	Budget		17 1
			Salary & Wage			

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
PO #	Item	Description							
CURRENT FUND Investors Bank Current Fund Continued									
323 WATCHUNG BORO. PAYROLL ACCT. Continued									
22-00577	18	Watchung Boro Payroll	6,786.11	2-01- -190-112 Overtime	Budget		18	1	
22-00577	19	Watchung Boro Payroll	10,286.36	2-01- -205-111 Salary & Wage	Budget		19	1	
22-00577	20	Watchung Boro Payroll	1,589.92	2-01- -205-112 Overtime	Budget		20	1	
22-00577	21	Watchung Boro Payroll	6,120.21	2-01- -250-111 Salary & Wage	Budget		21	1	
22-00577	22	Watchung Boro Payroll	315.77	2-01- -265-111 Salary & Wage	Budget		22	1	
22-00577	23	Watchung Boro Payroll	2,751.66	2-01- -405-111 Salary & Wage	Budget		23	1	
22-00577	24	Watchung Boro Payroll	8,717.55	2-01- -310-218 Social Security / Medicare	Budget		24	1	
22-00577	25	Watchung Boro Payroll	52.49	2-01- -307-283 DCRP	Budget		25	1	
22-00577	26	Watchung Boro Payroll	216.34	2-01- -190-112 Overtime	Budget		26	1	
			<u>225,495.38</u>						
324	06/09/22	PERS State of New Jersey					5441		
22-00137	11	Active Bill June	86,247.54	2-01- -175-393 Health Benefits Plan	Budget		1	1	
325	06/09/22	PERS State of New Jersey					5441		
22-00137	12	Retired Bill June	66,436.96	2-01- -175-393 Health Benefits Plan	Budget		2	1	
38830	06/10/22	ACDAUGHT AC DAUGHTRY SECURITY SYSTEMS					5443		
22-00037	5	SECURITY/FIRE SYSTEM MONITOR	519.18	2-01- -155-273 Bldg.-Other Contracted Serv.	Budget		18	1	
38831	06/10/22	ADS Action Data Services					5443		
22-00013	17	payroll processing	1,245.90	2-01- -130-281 Prof. & Contr. Services-Other	Budget		9	1	
22-00013	18	payroll processing	451.65	2-01- -130-281 Prof. & Contr. Services-Other	Budget		10	1	
			<u>1,697.55</u>						
38832	06/10/22	AMAZ Amazon c/o Synchrony Bank					5443		
22-00552	1	Smead 1.5" Expansion Folders	80.94	2-01- -190-227 Office Supplies & Materials	Budget		80	1	
22-00552	2	Bostitch Stapler (2pk)	14.83	2-01- -190-227 Office Supplies & Materials	Budget		81	1	
22-00552	3	Purell Mild Soap Refill 2pk	59.07	2-01- -190-227 Office Supplies & Materials	Budget		82	1	
22-00552	4	Master Lock	12.96	2-01- -190-227 Office Supplies & Materials	Budget		83	1	
22-00552	5	Gorilla Double Sided Tape	22.42	2-01- -190-227 Office Supplies & Materials	Budget		84	1	

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
CURRENT FUND Investors Bank Current Fund Continued									
38832		Amazon c/o Synchrony Bank							
22-00552	6	Scotch Mounting Tape	23.89	2-01- -190-227	Budget		85	1	
			<u>214.11</u>	Office Supplies & Materials					
38833	06/10/22	AMAZON2 Amazon c/o Synchrony Bank					5443		
22-00568	7	Deputy Clerk chair	219.00	2-01- -120-227	Budget		97	1	
				Office Supplies & Materials					
38834	06/10/22	AOC ALLIED OIL, LLC					5443		
22-00040	22	unleaded 5/10/22	3,586.70	2-01- -283-751	Budget		19	1	
				Motor Fuels					
22-00040	23	unleaded 5/20/22	5,545.85	2-01- -283-751	Budget		20	1	
				Motor Fuels					
22-00040	24	diesel 5/31/22	1,973.30	2-01- -283-751	Budget		21	1	
				Motor Fuels					
22-00040	25	unleaded 5/31/22	1,664.21	2-01- -283-751	Budget		22	1	
			<u>12,770.06</u>	Motor Fuels					
38835	06/10/22	ARCAD ARCADIA PRESS					5443		
22-00562	1	Watching books	290.18	2-01- -280-226	Budget		90	1	
				Books, Subs, & Periodicals					
22-00562	2	shipping	7.69	2-01- -280-226	Budget		91	1	
			<u>297.27</u>	Books, Subs, & Periodicals					
38836	06/10/22	ARF ARF RENTAL SERVICE, INC.					5443		
22-00571	1	TEMPORARY RESTROOM - MAY 2022	127.39	2-01- -245-265	Budget		98	1	
				Misc. Rental Costs					
38837	06/10/22	ASAP ASAP MAILING MARKETING					5443		
22-00579	1	EDDM SORTATION / POSTAGE	720.23	2-01- -110-278	Budget		103	1	
				Community Relations					
38838	06/10/22	ASCARANO Angelo Scarano Inc.					5443		
22-00575	1	PORTABLE RESTROOM	125.00	2-01- -245-265	Budget		101	1	
				Misc. Rental Costs					
38839	06/10/22	ATT A T & T					5443		
22-00622	1	AT&T	91.76	2-01- -283-459	Budget		142	1	
				Telephone					
38840	06/10/22	AZIMMESH Azim-Meshkati					5443		
22-00598	1	bulk permit refund	80.00	2-01- -155-381	Budget		122	1	
				Other Contracted Services					
38841	06/10/22	BEL VERIZON					5443		
22-00623	1	Verizon	2,400.87	2-01- -283-459	Budget		143	1	
				Telephone					

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
PO #	Item	Description							
CURRENT FUND Investors Bank Current Fund Continued									
38842	06/10/22	BHPHOTO B & H Photo Video					5443		
22-00563	1	Lenovo Ideapad 3i Laptops	1,579.08	1-01- -610-203 Office Equipment	Budget		92		1
22-00564	1	Logitech C920S webcam	59.69	1-01- -610-203 Office Equipment	Budget		93		1
22-00564	2	Logitech BRIO Webcam	183.59	1-01- -610-203 Office Equipment	Budget		94		1
			<u>1,822.36</u>						
38843	06/10/22	BURN ROBERT BURNS					5443		
22-00594	1	Medicare Part B Reimbursement	1,020.60	2-01- -175-393 Health Benefits Plan	Budget		116		1
38844	06/10/22	CEAD CHRISTINE EAD					5443		
22-00609	1	MEMORIAL DAY	209.00	2-01- -110-278 Community Relations	Budget		132		1
38845	06/10/22	CHATHAM CHATHAM LAWNMOWER SERVICES					5443		
22-00051	1	2022 DPW LAWNMOWER SERVICES	73.28	2-01- -205-246 Equipment & Machinery Parts	Budget		23		1
22-00051	2	2022 DPW LAWNMOWER SERVICES	513.40	2-01- -205-246 Equipment & Machinery Parts	Budget		24		1
			<u>586.68</u>						
38846	06/10/22	COMMS COMMUNICATIONS SPECIALISTS					5443		
22-00165	10	Monthly Radio/Lighting Repairs	69.00	2-01- -190-268 Communications Equip. Serv.	Budget		54		1
38847	06/10/22	CRAYOLA CRAYOLA EXPERIENCE					5443		
22-00572	1	SUMMER CAMP GROUP ADMISSION	586.20	2-01- -245-202 Summer Camp	Budget		99		1
38848	06/10/22	DAR Creative Product Sourcing Inc					5443		
22-00550	1	66 DARE T-Shirts	452.20	2-01- -190-229 Dare Supplies	Budget		77		1
22-00550	2	Shipping	66.31	2-01- -190-229 Dare Supplies	Budget		78		1
			<u>518.51</u>						
38849	06/10/22	DCJA DIV. OF CRIMINAL JUSTICE ACAD.					5443		
22-00558	1	Patrol Rifle Instructor Course	400.00	2-01- -190-276 Training Aids & Program	Budget		88		1
38850	06/10/22	DEB DIRECT ENERGY BUSINESS					5443		
22-00619	1	Direct Energy Business Gas	2,042.11	2-01- -283-362 Heating/AC	Budget		138		1
38851	06/10/22	DEER1 READYREFRESH BY NESTLE					5443		
22-00093	5	2022 WATER/COOLER SUPPLIES	184.69	2-01- -155-254 Other Materials & Supplies	Budget		38		1

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num
PO #	Item	Description					Seq Acct
CURRENT FUND Investors Bank Current Fund Continued							
38852	06/10/22	DEERC DEER CARCASS REMOVAL SERVICE					5443
22-00551	1	Deer Carcass Removal Crestwood	50.00	2-01- -190-282 Specialized Services	Budget		79 1
38853	06/10/22	DEROC MICHELLE DEROCCO					5443
22-00593	1	Medicare Part B Reimbursement	2,041.20	2-01- -175-393 Health Benefits Plan	Budget		115 1
38854	06/10/22	EDF EDF Energy Services LLC					5443
22-00617	1	EDF Energy Services LLC	1,289.25	2-01- -283-362 Heating/AC	Budget		133 1
38855	06/10/22	FEDEX FEDEX					5443
22-00206	5	Ventura mailing	57.46	2-01- -160-281 Prof. & Cons. Servs. Other	Budget		55 1
38856	06/10/22	FIGCUST Fig Cust FIGNJ19LLC Sec PTY					5443
22-00595	1	tax lien 21-00001 redemption	15,689.85	2-01- -954-999 Due Outside Lienholders	Budget		117 1
22-00595	2	interest & fees	1,033.27	2-01- -954-999 Due Outside Lienholders	Budget		118 1
22-00595	3	premium	56,800.00	2-01- -953-999 Tax Sale Premiums	Budget		119 1
			73,523.12				
38857	06/10/22	FJOHN FRED JOHNSON					5443
22-00601	1	Medicare Part Reimbursement	2,041.20	2-01- -175-393 Health Benefits Plan	Budget		125 1
38858	06/10/22	FORT SUN LIFE FINANCIAL					5443
22-00219	5	life insurance	710.70	2-01- -175-187 Commercial Liability Insurance	Budget		56 1
38859	06/10/22	FRANKLIN Franklin Mutual Insurance Co					5443
22-00597	1	Friends of Library insurance	354.00	2-01- -175-187 Commercial Liability Insurance	Budget		121 1
38860	06/10/22	FUENT GEORGE FUENTES					5443
22-00600	1	Medicare Part B Reimbursement	1,020.60	2-01- -175-393 Health Benefits Plan	Budget		124 1
38861	06/10/22	FUN FUN SERVICES					5443
22-00556	1	AMUSEMENTS,GRILL,DJ,ICE CHEST	7,350.00	2-01- -245-201 Community Picnic	Budget		87 1
38862	06/10/22	GIL EDITH G. GIL					5443
22-00625	1	Reimbursement for election day	73.54	2-01- -125-235 Food & Drugs	Budget		145 1
38863	06/10/22	GLS GROVE LOCK & SAFE CO.					5443
21-00788	1	DPW garage door	2,730.00	1-01- -205-273 Other Contractural Services	Budget		1 1

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num
PO #	Item	Description					Seq Acct
CURRENT FUND Investors Bank Current Fund Continued							
38864	06/10/22	GTBM GOLD TYPE BUSINESS MACHINE INC					5443
22-00548	1	InfoCop License	1,200.00	2-01- -190-273	Budget		76 1
				Other Contractual Service			
38865	06/10/22	HANC2 MARYANN HANCE					5443
22-00590	1	Medicare Part B Reimbursement	2,041.20	2-01- -175-393	Budget		110 1
				Health Benefits Plan			
38866	06/10/22	HANCE WILLIAM HANCE					5443
22-00007	36	voicepulse 5/30/22	50.00	2-01- -283-459	Budget		5 1
				Telephone			
22-00007	37	June cloudflare	20.00	2-01- -115-233	Budget		6 1
				Computer Expenses			
			70.00				
38867	06/10/22	HODE2 HOME DEPOT CREDIT SERVICES					5443
22-00069	5	2022 DPW PURCHASES	462.86	2-01- -205-244	Budget		25 1
				Hardware and Minor Tools			
38868	06/10/22	HOMED HOME DEPOT CREDIT SERVICES					5443
22-00112	2	2022 MISC. PURCHASES	29.94	2-01- -185-246	Budget		50 1
				Equip. & Machinery Parts			
38869	06/10/22	JFROSONI JOHN FROSONI					5443
22-00592	1	Medicare Part B Reimbursement	891.00	2-01- -175-393	Budget		112 1
				Health Benefits Plan			
22-00592	2	Medicare Part B Reimbursement	1,020.60	2-01- -175-393	Budget		113 1
				Health Benefits Plan			
22-00592	3	Medicare Part B Reimbursement	1,020.60	2-01- -175-393	Budget		114 1
				Health Benefits Plan			
			2,932.20				
38870	06/10/22	JSSP JOHNSTONE SUPPLY- S. PLAINFIELD					5443
22-00072	3	2022 DPW PRUCHASES/SUPPLIES	151.30	2-01- -155-284	Budget		26 1
				HVAC Repairs			
38871	06/10/22	LACA RONALD LACAILLADE					5443
22-00607	1	Medicare Part B Reimbursement	1,026.60	2-01- -175-393	Budget		131 1
				Health Benefits Plan			
38872	06/10/22	LAWSONPR LAWSON PRODUCTS					5443
22-00074	7	2022 DPW SUPPLIES	160.30	2-01- -205-254	Budget		27 1
				Other Materials & Supplies			
38873	06/10/22	LINNU FRANCIS P LINNUS ESQ					5443
22-00017	15	Weldon/Bonnie Burn litigation	573.69	1-01- -160-279	Budget		11 1
				Prof. & Cons. Servs. Legal			
22-00017	16	Learning Express litigation	412.50	1-01- -160-279	Budget		12 1
				Prof. & Cons. Servs. Legal			
			986.19				

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
PO #	Item	Description							
CURRENT FUND		Investors Bank Current Fund	Continued						
38874	06/10/22	MARINOS Marinos Pizza					5443		
22-00561	1	45 PIZZA PIES	450.00	2-01- -245-201 Community Picnic	Budget		89	1	
38875	06/10/22	MARMIC Marmic Associates					5443		
22-00005	20	May Proactive Maint	990.00	2-01- -115-233 Computer Expenses	Budget		2	1	
22-00005	21	May Cloud Backup	200.00	2-01- -115-233 Computer Expenses	Budget		3	1	
22-00005	22	May Services	2,152.50	2-01- -115-233 Computer Expenses	Budget		4	1	
			<u>3,342.50</u>						
38876	06/10/22	MEDEMERG Medemerge, PA					5443		
22-00544	1	PHYSICAL - ASAD ALI	130.00	2-01- -185-285 Physical Exams	Budget		74	1	
22-00545	1	PHYSICAL - THOMAS TAILLON	130.00	2-01- -185-285 Physical Exams	Budget		75	1	
			<u>260.00</u>						
38877	06/10/22	MGL MGL PRINTING SOLUTIONS					5443		
22-00537	1	Delinquent notices EDDN1	445.00	2-01- -140-227 Office Supplies & Materials	Budget		68	1	
22-00537	2	Homestead Notices HBEDO	78.00	2-01- -140-227 Office Supplies & Materials	Budget		69	1	
22-00537	3	Sewer Bills W033-6	537.00	2-01- -140-227 Office Supplies & Materials	Budget		70	1	
22-00537	4	Special Assessment W033-35	338.00	2-01- -140-227 Office Supplies & Materials	Budget		71	1	
22-00537	5	shipping	116.00	2-01- -140-227 Office Supplies & Materials	Budget		72	1	
			<u>1,514.00</u>						
38878	06/10/22	MPI WOODS MACHINERY					5443		
22-00109	12	2022 DPW SUPPLIES	2.99	2-01- -205-254 Other Materials & Supplies	Budget		46	1	
22-00109	13	2022 DPW SUPPLIES	292.35	2-01- -205-254 Other Materials & Supplies	Budget		47	1	
22-00109	14	2022 DPW SUPPLIES	85.29	2-01- -205-254 Other Materials & Supplies	Budget		48	1	
22-00109	15	2022 DPW SUPPLIES	565.02	2-01- -205-254 Other Materials & Supplies	Budget		49	1	
			<u>945.65</u>						
38879	06/10/22	MPOVERHE MP OVERHEAD DOORS					5443		
22-00078	4	2022 DPW MAINTENANCE/REPAIRS	565.00	2-01- -155-266 Building Repair & Maintenance	Budget		28	1	
38880	06/10/22	NAPCO NAPCO COPY GRAPHICS CENTER					5443		
22-00082	5	2022 XEROX 6204 CONTRACT/SUPPL	138.82	2-01- -150-228 Photocopy Expense	Budget		29	1	

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num
PO #	Item	Description					Seq Acct
CURRENT FUND Investors Bank Current Fund Continued							
38881	06/10/22	NELSO FRANK NELSON					5443
22-00606	1	Medicare Part B Reimbursement	2,041.20	2-01- -175-393 Health Benefits Plan	Budget		130 1
38882	06/10/22	NJAW2 NJ AMERICAN WATER COMPANY					5443
22-00620	1	Library	93.44	2-01- -415-464 Water	Budget		139 1
22-00620	2	Library	15.47	2-01- -283-564 Water	Budget		140 1
			<u>108.91</u>				
38883	06/10/22	NJCOP N.J.S.A.C.O.P.					5443
22-00576	1	Accreditation 2022 Program Fee	1,667.00	2-01- -190-256 Membership Dues	Budget		102 1
38884	06/10/22	NJFE NJ FIRE EQUIPMENT CO.					5443
22-00113	4	Leather boots	488.00	2-01- -185-231 Emergency & Safety Supplies	Budget		51 1
38885	06/10/22	NJHMG005 New Jersey Hills Media Group					5443
22-00489	1	Legal Ads	17.85	2-01- -120-255 Advertising Costs	Budget		59 1
22-00489	2	Legal Ads	15.81	2-01- -120-255 Advertising Costs	Budget		60 1
22-00489	3	Legal Ads	16.83	2-01- -120-255 Advertising Costs	Budget		61 1
22-00489	4	Legal Ads	22.95	2-01- -120-255 Advertising Costs	Budget		62 1
22-00489	5	Legal Ads	20.91	2-01- -120-255 Advertising Costs	Budget		63 1
22-00489	6	Legal Ads	47.43	2-01- -120-255 Advertising Costs	Budget		64 1
22-00505	1	Legal Ads	15.81	2-01- -120-255 Advertising Costs	Budget		65 1
22-00505	2	Legal Ads	17.85	2-01- -120-255 Advertising Costs	Budget		66 1
22-00553	1	Legal Ad	19.89	2-01- -120-255 Advertising Costs	Budget		86 1
			<u>195.33</u>				
38886	06/10/22	NJLM NJ LEAGUE OF MUNICIPALITIES					5443
22-00574	1	NJ Municipalities Magazine	175.00	2-01- -110-275 Professional Meeting Expenses	Budget		100 1
22-00582	1	NJLM Mini Conference	115.00	2-01- -115-276 Training Aids & Programs	Budget		104 1
			<u>290.00</u>				
38887	06/10/22	OPTIMUM Optimum					5443
22-00621	1	Optimum	182.83	2-01- -283-459 Telephone	Budget		141 1

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num
PO #	Item	Description					Ref Seq Acct
CURRENT FUND Investors Bank Current Fund Continued							
38888	06/10/22	PARSA P.A.R.S.A.					5443
22-00446	4	2nd Qtr cleaning program	6,440.50	2-01- -450-201 PARSA	Budget		58 1
38889	06/10/22	PINTO PINTO BROTHERS					5443
22-00086	6	2022 8-YD ROLL-OFF CONTAINER	364.25	2-01- -155-273 Bldg.-Other Contracted Serv.	Budget		30 1
38890	06/10/22	PITN3 PITNEY BOWES INC					5443
22-00596	1	meter rental	120.00	2-01- -115-257 Postage Expense	Budget		120 1
38891	06/10/22	PRED PREDATOR TREE SERVICE					5443
22-00089	4	park & library trees	1,800.00	2-01- -205-273 Other Contractural Services	Budget		31 1
22-00089	5	9/11 Memorial tree removal	2,100.00	2-01- -205-273 Other Contractural Services	Budget		32 1
22-00089	6	lake tree removal	2,100.00	2-01- -205-273 Other Contractural Services	Budget		33 1
22-00089	7	stump grinding	2,000.00	2-01- -205-273 Other Contractural Services	Budget		34 1
22-00089	8	library tree removal	2,000.00	2-01- -205-273 Other Contractural Services	Budget		35 1
22-00089	9	firehouse/lake trees	1,800.00	2-01- -205-273 Other Contractural Services	Budget		36 1
			11,800.00				
38892	06/10/22	PSEG PSE&G CO.					5443
22-00618	1	Street Traffic Lighting	6,154.54	2-01- -283-263 Electricity	Budget		134 1
22-00618	2	Building Electricity	2,604.26	2-01- -283-163 Electricity	Budget		135 1
22-00618	3	Building Gas	484.94	2-01- -283-362 Heating/AC	Budget		136 1
22-00618	4	Building Gas	75.14	2-01- -225-263 Gas & Electric	Budget		137 1
			9,318.88				
38893	06/10/22	RAP READ AUTO PARTS					5443
22-00094	5	2022 DPW REPAIRS & PARTS	130.37	2-01- -205-247 Vehicular Parts & Accessories	Budget		39 1
22-00094	6	2022 DPW REPAIRS & PARTS	165.00	2-01- -205-247 Vehicular Parts & Accessories	Budget		40 1
22-00094	7	2022 DPW REPAIRS & PARTS	312.98	2-01- -205-247 Vehicular Parts & Accessories	Budget		41 1
			608.35				
38894	06/10/22	REMGINTO Remington & Vernick Engineers					5443
22-00035	53	85 Knightsbridge	164.00	2-01- -150-281 Prof. & Cons. Serv. Other	Budget		15 1
22-00035	65	Ness Property	9,749.59	2-01- -150-281 Prof. & Cons. Serv. Other	Budget		16 1

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
CURRENT FUND		Investors Bank Current Fund	Continued						
38894	Remington & Vernick Engineers	Continued							
22-00035	67	general engineering	14,175.48	2-01- -150-281	Budget		17	1	
				Prof. & Cons. Serv. Other					
			<u>23,761.07</u>						
38895	06/10/22	RG Ruderman & Roth LLC					5443		
22-00034	4	labor attorney serv May	12,408.00	2-01- -145-211	Budget		14	1	
				Labor Attorney					
38896	06/10/22	RMPH RAYMOND MANNER PLUMBING & HEAT					5443		
22-00092	1	2022 MAINTENANCE/REPAIRS	1,210.65	2-01- -155-266	Budget		37	1	
				Building Repair & Maintenance					
38897	06/10/22	RPINT RAUL M PINTO					5443		
22-00117	7	court interpreter	506.25	1-01- -405-282	Budget		52	1	
				Specialized Services					
38898	06/10/22	SCO DONALD R. SCOTTI					5443		
22-00605	1	Medicare Part B Reimbursement	1,020.60	2-01- -175-393	Budget		129	1	
				Health Benefits Plan					
38899	06/10/22	SERVICEA Service Apex					5443		
22-00599	1	farmers market signs	868.00	2-01- -110-278	Budget		123	1	
				Community Relations					
38900	06/10/22	SHPU LORETTA SHPUNDER					5443		
22-00591	1	Medicare Part B Reimbursement	3,469.89	2-01- -175-393	Budget		111	1	
				Health Benefits Plan					
38901	06/10/22	SICA SELECTIVE INS. CO. OF AMERICA					5443		
22-00313	5	flood insurance	710.00	2-01- -175-191	Budget		57	1	
				Public Offl. Liability Ins.					
38902	06/10/22	SNELL LLOYD H. SNELL					5443		
22-00604	1	Medicare Part B Reimbursement	2,041.20	2-01- -175-393	Budget		128	1	
				Health Benefits Plan					
38903	06/10/22	SPSCO SOMERSET PLUMBING SUPPLY CO.					5443		
22-00099	2	2022 DPW MATERIALS/SUPPLIES	399.00	2-01- -155-237	Budget		42	1	
				Bldg. Supplies & Materials					
38904	06/10/22	STAPL STAPLES BUSINESS ADVANTAGE					5443		
22-00567	9	supplies	58.43	2-01- -150-227	Budget		95	1	
				Office Supplies & Materials					
22-00567	10	supplies	271.80	2-01- -110-227	Budget		96	1	
				Office Supplies & Materials					
			<u>330.23</u>						
38905	06/10/22	STHUBERT St. Hubert's Animal Welfare					5443		
22-00144	2	2022 Animal Control Services	4,209.00	2-01- -235-273	Budget		53	1	
				Other Contracted Service					

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Ref Num
PO #	Item	Description							Acct
CURRENT FUND		Investors Bank Current Fund		Continued					
38906	06/10/22	TREA10 Treasurer, State of NJ/2003 DR					5443		
22-00026	2	Best Lake loan payments	23,318.69	2-01- -685-201 Best Lake Loan Prin & Int	Budget		13		1
38907	06/10/22	UAAVE URBAN AIR - AVENEL					5443		
22-00586	1	FINAL PAYMENT FOR FRI. 8/12/22	1,764.74	2-01- -245-202 Summer Camp	Budget		107		1
22-00586	2	15% GRATUITY	300.00	2-01- -245-202 Summer Camp	Budget		108		1
			<u>2,064.74</u>						
38908	06/10/22	UNKER RONALD UNKERT					5443		
22-00603	1	Medicare Part B Reimbursement	1,020.60	2-01- -175-393 Health Benefits Plan	Budget		127		1
38909	06/10/22	VANDERFL Christopher VanderFliet					5443		
22-00515	2	historic refund	148.02	2-01- -280-253 Horticultural Materials	Budget		67		1
38910	06/10/22	VW VERIZON WIRELESS					5443		
22-00624	1	Verizon Wireless	546.25	2-01- -283-459 Telephone	Budget		144		1
38911	06/10/22	WAC WELDON ASPHALT COMPANY					5443		
22-00107	3	2022 DPW ASPHALT MATERIAL	657.03	2-01- -205-242 Asphalt, Paving Materials	Budget		45		1
38912	06/10/22	WAR01 WARRENVILLE HARDVILLE					5443		
22-00104	5	2022 DPW MATERIALS/SUPPLIES	2,481.64	2-01- -155-232 General Supplies	Budget		43		1
38913	06/10/22	WAT02 WATCHUNG FIRE DEPARTMENT					5443		
22-00543	1	REIMBURSEMENT - MEAL	50.49	2-01- -185-276 Training Aids & Programs	Budget		73		1
38914	06/10/22	WBBOE WATCHUNG BOROUGH BOARD OF ED					5443		
22-00009	7	school taxes	696,667.00	2-01- -901-999 WAT BD OF ED TAXES PAYABLE	Budget		8		1
38915	06/10/22	WC WELDON CONCRETE					5443		
22-00106	1	2022 DPW CONCRETE MATERIAL	923.60	2-01- -205-242 Asphalt, Paving Materials	Budget		44		1
38916	06/10/22	WHRHS WATCHUNG HILLS REG.HIGH SCHOOL					5443		
22-00008	7	school taxes	742,027.00	2-01- -902-999 WHRHS TAXES PAYABLE	Budget		7		1
38917	06/10/22	WMCBRIDE WILLIAM B. MCBRIDE					5443		
22-00602	1	Medicare Part B Rimbusement	1,020.60	2-01- -175-393 Health Benefits Plan	Budget		126		1

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
PO #	Item	Description							
CURRENT FUND		Investors Bank Current Fund	Continued						
38918	06/10/22	WRIGHT ARTHUR WRIGHT					5443		
22-00587	1	OEM - 333 MOUNTAIN BOULEVARD	24.95	2-01- -200-227 Office Supplies & Materials	Budget		109	1	
38919	06/10/22	ZAITON Sherif Zaiton					5443		
22-00585	1	Dunkin Donuts (7 Dozen) Donuts	90.93	2-01- -190-229 Dare Supplies	Budget		105	1	
22-00585	2	Costco - Juice,Water,Treats	46.64	2-01- -190-229 Dare Supplies	Budget		106	1	
			<u>137.57</u>						
Checking Account Totals			<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>			
		Checks:	93	0	2,068,046.31	0.00			
		Direct Deposit:	0	0	0.00	0.00			
		Total:	93	0	2,068,046.31	0.00			
PNC DEV ESCROW		Investors Developer Escrow							
15444	06/10/22	BRIGHTVI Bright View Engineering, LLC					5444		
22-00224	9	planning / zoning services	1,155.00	E-PB19-01 Bonnie Burn Road Redevelopment	Project		16	1	
15445	06/10/22	REMINGTO Remington & Vernick Engineers				06/10/22 VOID		0	
15446	06/10/22	REMINGTO Remington & Vernick Engineers					5444		
22-00035	49	urgent care	169.00	E-E20-156 1662 US Route 22 Urgent Care	Project		1	1	
22-00035	50	139 anderson	169.00	E-E21-0013 139 Anderson Road	Project		2	1	
22-00035	51	40 oakridge	126.75	E-E18-190 40 Oakridge Lane	Project		3	1	
22-00035	52	59 brookdale	169.00	E-E18-152 59 Brookdale Road	Project		4	1	
22-00035	54	85 Knightsbridge	164.00	E-E22-0037 88 Knightsbridge	Project		5	1	
22-00035	55	85 Knightsbridge	82.00	E-E22-0037 88 Knightsbridge	Project		6	1	
22-00035	56	175 Parlin Lane	82.00	E-E22-0100 175 Parlin Lane	Project		7	1	
22-00035	57	530 Johnston Drive	82.00	E-E22-0094 530 Johnston Drive	Project		8	1	
22-00035	58	15 Birchwood	82.00	E-E21-0278 15 Birchwood Lane	Project		9	1	
22-00035	59	7 Meadowlark	124.25	E-E19-079 7 Meadowlark Drive	Project		10	1	
22-00035	60	448 Johnston	166.50	E-E22-0078 448 Johnston Drive	Project		11	1	
22-00035	61	10 Hill Hollow Rd	84.50	E-E22-0022 10 Hill Hollow Road	Project		12	1	
22-00035	62	359 ridge	84.50	E-E21-0264 359 Ridge Road	Project		13	1	
22-00035	63	87 old somereset	169.00	E-E19-181 87 Old Somerset Road	Project		14	1	

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PNC DEV ESCROW		Investors Developer Escrow																																															
15446		Remington & Vernick Engineers																																															
22-00035	64	750 Johnston dr	42.25	E-E20-0085 750 Johnston Drive	Project		15	1																																									
			<u>1,796.75</u>																																														
<table border="0"> <tr> <td>Checking Account Totals</td> <td><u>Paid</u></td> <td><u>Void</u></td> <td><u>Amount Paid</u></td> <td><u>Amount Void</u></td> <td colspan="5"></td> </tr> <tr> <td>Checks:</td> <td>2</td> <td>1</td> <td>2,951.75</td> <td>0.00</td> <td colspan="5"></td> </tr> <tr> <td>Direct Deposit:</td> <td>0</td> <td>0</td> <td>0.00</td> <td>0.00</td> <td colspan="5"></td> </tr> <tr> <td>Total:</td> <td><u>2</u></td> <td><u>1</u></td> <td><u>2,951.75</u></td> <td><u>0.00</u></td> <td colspan="5"></td> </tr> </table>										Checking Account Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>						Checks:	2	1	2,951.75	0.00						Direct Deposit:	0	0	0.00	0.00						Total:	<u>2</u>	<u>1</u>	<u>2,951.75</u>	<u>0.00</u>					
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PNC OTHER ESC		Investors Savings Other Escrow																																															
116	06/09/22	WAT01 WATCHUNG BORO, PAYROLL ACCT.							5439																																								
22-00588	1	Watchung Boro PD Payroll	10,412.50	T-93- -100-5ED Extra Duty Solutions Funds	Budget		1	1																																									
22-00588	2	Watchung Boro PD Payroll	810.00	T-93- -100-502 Levin Management (Blue Star)	Budget		2	1																																									
22-00588	3	Watchung Boro PD Payroll	45,517.50	T-93- -100-51M Miscellaneous One Time Jobs	Budget		3	1																																									
			<u>56,740.00</u>																																														
15357	06/10/22	WAT03 WATCHUNG BOROUGH CURRENT FUND							5445																																								
22-00589	1	Watchung Boro Admin Fees	2,695.00	T-93- -100-5ED Extra Duty Solutions Funds	Budget		1	1																																									
22-00589	2	Watchung Boro Admin Fees	171.00	T-93- -100-502 Levin Management (Blue Star)	Budget		2	1																																									
22-00589	3	Watchung Boro Admin Fees	11,781.00	T-93- -100-51M Miscellaneous One Time Jobs	Budget		3	1																																									
			<u>14,647.00</u>																																														
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Direct Deposit:	0	0	0.00	0.00																																													
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Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>																																													
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Direct Deposit:	0	0	0.00	0.00																																													
Total:	<u>98</u>	<u>1</u>	<u>2,160,448.96</u>	<u>0.00</u>																																													

Totals by Year-Fund Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
Current Fund	1-01	6,044.80	0.00	0.00	6,044.80
Current Fund	2-01	2,059,848.88	0.00	0.00	2,059,848.88
Capital Fund	C-02	18,063.90	0.00	0.00	18,063.90
	T-93	73,539.63	0.00	0.00	73,539.63
Total of All Funds:		<u>2,157,497.21</u>	<u>0.00</u>	<u>0.00</u>	<u>2,157,497.21</u>

DRAFT

Project Description	Project No.	Project Total
59 Brookdale Road	E-E18-152	169.00
40 Oakridge Lane E18-190	E-E18-190	126.75
7 Meadowlark Drive	E-E19-079	124.25
87 Old Somerset Road	E-E19-181	169.00
750 Johnston Drive	E-E20-0085	42.25
1662 US Route 22 Urgent Care	E-E20-156	169.00
139 Anderson Road E21-00013	E-E21-0013	169.00
359 Ridge Road Martin	E-E21-0264	84.50
15 Birchwood Lane	E-E21-0278	82.00
10 Hill Hollow Road	E-E22-0022	84.50
88 Knightsbridge E22-00037	E-E22-0037	246.00
448 Johnston Drive GCP22-0078	E-E22-0078	168.50
530 Johnston Drive GCP22-00094	E-E22-0094	82.00
175 Parlin Lane GCP-22-00100	E-E22-0100	82.00
Bonnie Burn Road Redevelopment	E-PB19-01	1,155.00
Total of All Projects:		<u>2,951.75</u>

DRAFT

**BOROUGH OF WATCHUNG  
RESOLUTION: R7**

**NOW THEREFORE BE IT, RESOLVED** that the Mayor and Council of the Borough of Watchung, County of Somerset, State of New Jersey hereby appoint the following temporary personnel to the 2022 Summer Camp Program as follows:

Camp Counselor: James Rhyner

Hourly Rate

\$15.00

\_\_\_\_\_  
Ronald Jubin, Council President

\_\_\_\_\_  
Keith S. Balla, Mayor

DATE: JUNE 16, 2022  
INDEX: APPOINTMENTS, RECREATION  
C: B. HANCE, L. MONETTI

**BOROUGH OF WATCHUNG  
RESOLUTION: R8**

***AUTHORIZING THE DONATION OF A FIRE DEPARTMENT  
VEHICLE TO THE CITY OF LA VEGA IN THE DOMINICAN  
REPUBLIC***

**WHEREAS**, the Borough of Watchung has previously purchased a 1986 Pierce Dash Pumper vehicle [Model 6V9 - VIN #1 1P9CT01DXGAO40182] for the Watchung Fire Department, a volunteer fire department; and

**WHEREAS**, the Borough and the Fire Department has determined that this vehicle is no longer needed for public use; and

**WHEREAS**, pursuant to N.J.S.A. 40A:11-36(2), the Borough is authorized to sell or donate personal property no longer needed for public use to any foreign nation which has diplomatic relations with the United States; and

**WHEREAS**, through On Angel's Wings, Inc., the Fire Chief of the City of La Vega in the Dominican Republic requested the donation of this vehicle, which would greatly assist in the serving and protecting this community; and

**WHEREAS**, the City of La Vega offered to cover all the expenses required to send the vehicle to the Dominican Republic; and

**WHEREAS**, the Mayor and Borough Council find it to be in the best interests of the Borough to donate this vehicle to the City of La Vega pursuant to N.J.S.A. 40A:11-36(2).

**NOW THEREFORE BE IT RESOLVED**, by the Borough Council of the Borough of Watchung, County of Somerset, State of New Jersey, that it hereby authorizes the donation of the 1986 Pierce Dash Pumper vehicle [Model 6V9 - VIN #1 1P9CT01DXGAO40182] to the City of La Vega in the Dominican Republic through On Angel's Wings, Inc.

**BE IT FURTHER RESOLVED** that all appropriate Borough officials and professionals are authorized to take all required actions to effectuate the donation authorized herein.

**BE IT FURTHER RESOLVED** that this Resolution shall take effect pursuant to law.

\_\_\_\_\_  
Curt Dahl, Council Member

\_\_\_\_\_  
Keith S. Balla, Mayor

ADOPTED: JUNE 16, 2022  
INDEX: MISC, FIRE,  
C: FIRE DEPT., B.HANCE,  
R. ANGELO,



## ON ANGEL'S WINGS, INC.

1502 Laurel Hill Drive, Waxhaw, North Carolina 28173

732-921-6233(phone) 704-256-1928(fax)

[onangelswings\\_carlton@aol.com](mailto:onangelswings_carlton@aol.com)

20 May 2022

Watchung Fire Department  
57 Mountain Avenue  
Watchung, NJ 07069  
Attn. Asst. Chief Pivnichny

RE: FIRE ENGINE DONATION

Dear Assistant Chief Pivnichny:

We are very excited to hear about the possibility of your department donating an engine to On Angels' Wings. If donated, this engine will go directly to the Dominican Republic, to the City of La Vega under the command of General Cesar Abreu. I am enclosing a letter from him that contains additional information. By sending the engine to him, we will eliminate any third party fees and are assured that it goes directly to the intended party. Cesar Abreu was appointed as General of the fire brigade for the country of the Dominican Republic earlier this year.

Donations from departments like yours are vital to countries such as the Dominican Republic since they do not have any manufacturing or distribution companies in their countries. Also, it is extremely expensive to get equipment in their country, so this donation would help to relieve them of that burden. Donations like this helps On Angels' Wings to touch our brothers and sisters around the world to help protect their communities. Thus far, in addition to assisting the Dominican Republic, we have given aid to Panama, Colombia, Ukraine and Nicaragua, to name a few.

We look forward to hearing from you. If you should have any other questions, please do not hesitate to contact me

Very truly yours,

  
Carlton. R. Crawley  
President, OAW



# BOMBEROS

May 17, 2022

Assistant Chief  
Charles E. Pivnichny  
57 Mountain Blv.  
Watchung, N.J. 07069  
U. S. A.

Dear Assistant Chief Pivnichny:

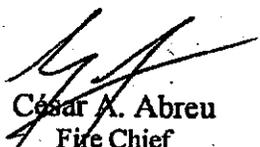
Our common friend C.B. Carlton Crawly has informed us that your Fire Department are looking to send to a new home a 1986 Pierce Dash Pumper with a 2250 gallon tank. In that respect, taking into account the above, we appeal to your generosity by considering the possibility of donating it to our Fire Department, which has the responsibility to serve and protect our municipality with a population of 54.04 Km<sup>2</sup> (20.53 square miles). The number of dwellings is 77,253.

As you can imagine, our available resources are limited, so is our equipment which is mainly composed of donations from other Fire Department and rebuilt apparatus, due to that, at this time we are in great need of a fire truck like the one you are ready to send to a new home and we will be much willing to provide it.

Finally, if you consider making a donation to our Fire Department we will cover all the expenses required to send it to the Dominican Republic.

Hoping to hear from you and thanking you in advance for your time and consideration, we remain,

Respectfully your,

  
César A. Abreu  
Fire Chief  
La Vega, Fire Department  
*Ing. César A. Abreu Almanzar*  
GENERAL DE BRIGADA C. B.  
Decreto No. 735-21



Tels.: 809 573 2602 • 809 573 0555  
EMERGENCIA: 911 • 809 573 2234

EMERGENCIAS 911

**BOROUGH OF WATCHUNG  
RESOLUTION: R9**

**WHEREAS**, duly authorized representatives of the Borough of Watchung have carried on collective bargaining negotiations with the representatives of the Policemen's Benevolent Association of Watchung, Local 193, for the purpose of negotiating a contract covering wages, hours of work and other conditions of employment; and

**WHEREAS**, in accordance with the recommendations of said Borough representatives, the terms of the proposed agreement of employment have been submitted to this Governing Body and the terms and conditions of said agreement have been reviewed and determined to be acceptable.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the Mayor and Council of the Borough of Watchung, County of Somerset, State of New Jersey that the Mayor and Borough Administrator are hereby authorized to sign the Memorandum of Agreement between the Borough and the Policemen's Benevolent Association (PBA) Local #193, ratified and voted on by PBA Local #193 on June 06, 2022 for a new labor contract in effect from January 1, 2021 through December 31, 2024.

\_\_\_\_\_  
Wendy Robinson, Council Member

\_\_\_\_\_  
Keith S. Balla, Mayor

ADOPTED: JUNE 16, 2022  
INDEX: POLICE, AWARDS,  
C: A. HART, B. HANCE  
PBA

## MEMORANDUM OF AGREEMENT

Agreement made this \_\_\_ day of May 2022, by and the between **Borough of Watchung** (herein the "**Borough**") and **Policemen's Benevolent Association Local No. 193** (herein the "**PBA**").

**WHEREAS** the Borough and the PBA are parties to a collective negotiations agreement ("**Contract**") covering the period January 1, 2017 through December 31, 2020; and

**WHEREAS**, the Borough and the PBA have been engaged in good faith collective negotiations for the purpose of reaching agreement on terms and conditions of employment for a successor Contract; and

**WHEREAS**, the Borough and the PBA have reached agreement on new terms and conditions which are subject to ratification by the membership of the PBA and approval by the Borough's governing body; and

**WHEREAS** the negotiating committees for the Borough and the PBA unanimously agree to recommend this agreement for ratification and approval; and

**NOW, THEREFORE**, in consideration of the mutual covenants, promises, and undertakings herein the parties agree as follows:

A. Except as modified by the Agreement, the terms and conditions set forth in the 2017 through 2020 Contract between the Borough and the PBA shall remain in full force and effect.

B. **GENERAL**

1. The parties agree that their attorneys shall review the draft successor contract and are authorized to agree on non-substantive changes such as grammatical and punctuation issues.

2. Change Roman Numerals to Arabic.

C. **ARTICLE II, RECOGNITION**

Add after "excluding "Captains and" before "the Chief."

D. **ARTICLE V, SALARIES**

1. Section A:

The salaries in Schedule A shall be increased as follows:

- a. Effective and retroactive to 5/1/21 the top Step of each guide shall be increased by 2.5%.
- b. Effective and retroactive to 1/1/22 the top Step of each guide shall be increased by 2.5%.
- c. Effective 1/1/23 the top Step of each guide shall be increased by 2.5%.
- d. Effective 1/1/24 the top Step of each guide shall be increased by 2.5%.

2. Officers not at top pay shall receive their step increment under schedule A. Superior Officers shall continue to receive their pay increase based on the differentials set forth in Section C of the Contract.

3. Each Officer at top pay in 2021 shall receive a non-base pay bonus equal to the amount of retroactivity that they would have received for the period of January 1, 2021 through April 30, 2021. The bonus shall be paid by the first pay period of July 2022 and shall not include overtime adjustments.

E. **ARTICLE IX, HOURS OF WORK AND OVERTIME**

Effective June 1, 2022 officers who train on their day off will be compensated with an alternative day off selected by the officer. The alternate day off shall be used not later than 90-days from the date that it was earned. In addition, the selection and use of the alternate day off by the officer shall be done in the same manner as "L" time. If an officer selects a day

that is not in the 8- day cycle in which the training occurred, the additional time for training shall not be counted towards the 48-hour maximum in the 8-day cycle. Any training that lasts for at least 8 hours shall constitute a full workday for calculating the contractual work period and the officer shall be relieved from duty at the completion of such training.

F. **ARTICLE XXI, PROMOTIONAL PROCESS**

Section A: Add "Captain and" before "Chief."

G. **ARTICLE XXIV, SICK LEAVE**

Section G (New). Effective June 1, 2022, employees shall be allowed to use available paid sick leave for up to two (2) tours of duty for the birth, placement, or adoption of a child.

H. **ARTICLE XXXIII, DURATION OF AGREEMENT**

Replace with: THIS AGREEMENT shall be effective January 1, 2021 through December 31, 2024. If the parties have not approved and executed a successor agreement by December 31, 2024, all terms and conditions of employment shall remain in full force until a successor agreement is agreed upon and executed. (Note: This proposal memorializes the parties' practice).

I. **SCHEDULE A**

See attached.

J. The parties have also agreed to modify the following Articles:

1. Articles XIX and XX: Modify to make consistent with the Workplace Democracy Enhancement Act, the Responsible Collective Negotiations Act, and the U.S. Supreme Court Janus decision.

2. Article XXXII: Delete.

K. All proposals of the parties not set forth herein or in the attachment to this agreement, are withdrawn.

L. This agreement is subject to ratification by the membership of PBA and approval by the Borough's governing body before it becomes effective.

FOR PBA LOCAL NO. 193

Andrew Chuisano  
ANDREW CHUISANO,  
PRESIDENT

Dated: 06/06/27

Sean Bouchard  
SEAN BOUCHARD,  
STATE DELEGATE

Dated:

FOR BOROUGH OF WATCHUNG

\_\_\_\_\_  
KEITH S. BALLA, MAYOR

Dated:

\_\_\_\_\_  
JAMES DAMATO,  
ADMINISTRATOR

Dated:

DRAFT

PBA 193 SCHEDULE A

Step	1/1/2020	5/1/2021	1/1/2022	1/1/2023	1/1/2024
Academy	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,604	\$ 35,604
Probation	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,863	\$ 50,863
1st Year	\$ 57,000	\$ 57,000	\$ 57,000	\$ 57,984	\$ 57,984
2nd Year	\$ 65,000	\$ 65,000	\$ 65,000	\$ 66,122	\$ 66,122
3rd Year	\$ 73,000	\$ 73,000	\$ 73,000	\$ 74,260	\$ 74,260
4th Year	\$ 81,000	\$ 81,000	\$ 81,000	\$ 82,398	\$ 82,398
5th Year	\$ 91,000	\$ 91,000	\$ 91,000	\$ 92,570	\$ 92,570
6th Year	\$ 95,000	\$ 95,000	\$ 95,000	\$ 96,640	\$ 96,640
7th Year	\$ 99,000	\$ 99,000	\$ 99,000	\$ 100,709	\$ 100,709
8th Year	\$ 118,163	\$ 121,117	\$ 124,145	\$ 127,249	\$ 130,430
Sgt.	\$ 133,524	\$ 136,862	\$ 140,284	\$ 143,791	\$ 147,386
Lt.	\$ 148,212	\$ 151,917	\$ 155,715	\$ 159,608	\$ 163,598
OFFICERS HIRED ON OR AFTER 1/1/17					
	1/1/2020	5/1/2021	1/1/2022	1/1/2023	1/1/2024
Academy	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,604	\$ 35,604
Probation	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,863	\$ 50,863
1st Year	\$ 57,000	\$ 57,000	\$ 57,000	\$ 57,984	\$ 57,984
2nd Year	\$ 65,000	\$ 65,000	\$ 65,000	\$ 66,122	\$ 66,122
3rd Year	\$ 69,000	\$ 69,000	\$ 69,000	\$ 70,191	\$ 70,191
4th Year	\$ 73,000	\$ 73,000	\$ 73,000	\$ 74,260	\$ 74,260
5th Year	\$ 81,000	\$ 81,000	\$ 81,000	\$ 82,398	\$ 82,398
6th Year	\$ 86,000	\$ 86,000	\$ 86,000	\$ 87,484	\$ 87,484
7th Year	\$ 91,000	\$ 91,000	\$ 91,000	\$ 91,000	\$ 91,000
8th Year	\$ 95,000	\$ 95,000	\$ 87,375	\$ 95,000	\$ 95,000
9th Year	\$ 99,000	\$ 101,475	\$ 104,812	\$ 104,475	\$ 104,475
10th Year	\$ 107,750	\$ 110,444	\$ 113,205	\$ 113,205	\$ 113,205
11th Year	\$ 118,163	\$ 121,117	\$ 124,145	\$ 127,249	\$ 130,430
Sgt.	\$ 133,524	\$ 136,862	\$ 140,284	\$ 143,791	\$ 147,386
Lt.	\$ 148,212	\$ 151,917	\$ 155,715	\$ 159,608	\$ 163,598

**BOROUGH OF WATCHUNG  
RESOLUTION: R10**

**AUTHORIZING AN AFFORDABLE HOUSING AGREEMENT WITH OUR  
HOUSE, INC., IN CONNETION WITH THE OPERATION OF AN  
AFFORDABLE HOUSING GROUP HOME**

**WHEREAS**, the Borough of Watchung is obligated to provide affordable housing opportunities throughout the Borough; and

**WHEREAS**, the Borough maintains an Affordable Housing Trust Fund to assist with the development of affordable housing developments in the Borough; and

**WHEREAS**, Our House, Inc., is a not-for-profit, charitable organization that operates group homes for individuals with developmental disabilities ("Our House"); and

**WHEREAS**, Our House owns the property identified as Lot 24 in Block 7004, located at 103 High Tor Drive, in the Borough of Watchung (the "Property"); and

**WHEREAS**, Our House intends on operating a six (6) bedroom group home for adults with developmental disabilities on the Property; and

**WHEREAS**, Our House has requested a financial contribution from the Borough to make certain renovations to the Property in exchange for the placement of affordable housing restrictions on the Property to enable the Borough to obtain affordable housing credits therefrom; and

**WHEREAS**, the six (6) bedrooms shall then be rented to very low-income adults, defined by Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et seq., as 30% of regional median income, with developmental disabilities; in accordance with New Jersey regulations or as may be otherwise approved by the New Jersey Superior Court; and

**WHEREAS**, in exchange for the requested financial contribution by the Borough, Our House agrees to the placement of an affordable housing deed restriction on the Property pursuant to the terms of the applicable affordable housing regulations or Court Order, and the Uniform Housing Affordability Controls ("UHAC") regulations, N.J.A.C. 5:80-26.1, *et seq.*; and

**WHEREAS**, Our House agrees to comply with all of the terms and requirements of COAH or comparable State department or agency, or by a Court of competent jurisdiction, and UHAC regulations in order to qualify all six (6) bedrooms of the Group Home as affordable housing rental units for supportive and special needs housing thereby permitting the Borough to receive credit for said units; and

**WHEREAS**, the Borough and Our House have negotiated and agreed to an Affordable Housing Agreement, which memorializes the terms and conditions of the Borough's financial contribution towards the affordable housing group home from its Affordable Housing Trust Fund, along with Our House's obligations in connection with same; and

**BOROUGH OF WATCHUNG  
RESOLUTION: R10**

**WHEREAS**, the Mayor and Council of the Borough of Watchung has determined that it is in the best interest of the Borough to authorize and approve the affordable housing agreement with Our House.

**NOW, THEREFORE, BE IT RESOLVED** by Council of the Borough of Watchung, County of Somerset that it hereby authorizes and approves the Affordable Housing Agreement with Our House for the Borough's financial contribution in the amount of Two Hundred Fifty Thousand and 00/100 (\$250,000.00) Dollars, and Our House's obligation to grant affordable housing deed restriction on the Property and operate the group home in order for the Borough to obtain affordable housing credit for six bedrooms of the group home

**BE IT FURTHER RESOLVED** that the Mayor and Borough Clerk are hereby authorized to sign and execute the Affordable Housing Agreement in substantially the form attached to this Resolution.

**BE IT FURTHER RESOLVED** that all appropriate Borough officials are hereby authorized to effectuate the authorizations in this Resolution, including the appropriation of the \$250,000.00 from the Borough's Affordable Housing Trust Fund to Our House pursuant to the terms of the Affordable Housing Agreement.

\_\_\_\_\_  
Ronald Jubin, Council President

\_\_\_\_\_  
Keith S. Balla, Mayor

ADOPTED: JUNE 16, 2022  
INDEX: AWARDS, FINANCE-MISC,  
C: B. HANCE, T. SNYDER,

## AFFORDABLE HOUSING AGREEMENT

### Establishing Affordability Controls on Six (6) Income-Restricted Units to be located in a Group Home

This Affordable Housing Agreement ("Agreement") is made and entered into this \_\_\_\_\_ day of June 2022, by and between the parties hereto:

**OUR HOUSE, INC.**, a 501(c)(3), not-for-profit, charitable corporation organized under the laws of the State of New Jersey, having offices at 76 Floral Avenue, Murray Hill, New Jersey 07974 (hereinafter "Our House"); and

**THE BOROUGH OF WATCHUNG**, a New Jersey municipal corporation in the County of Somerset, with an address at 15 Mountain Boulevard, Watchung, New Jersey 07069 (hereinafter the "Borough").

#### RECITALS:

**WHEREAS**, Our House owns the property identified as Lot 24 in Block 7004 on the official tax map of the Borough of Watchung, consisting of approximately 1.50± acres, located at 103 High Tor Drive (the "Property"); and

**WHEREAS**, Our House intends on operating a six (6) bedroom group home for adults with developmental disabilities on the Property; and

**WHEREAS**, Our House has requested a financial contribution from the Borough to make certain renovations to the Property in exchange for the placement of affordable housing restrictions on the Property to enable the Borough to obtain affordable housing credits therefrom; and

**WHEREAS**, the group home shall be an approximately 2,086 sq. ft. ranch-style residence, consisting of, but not limited to, six (6) bedrooms, three (3) full bathrooms, a kitchen, a living room, a family room, and a staff office room (the "Group Home"); and

**WHEREAS**, the Group Home, by and through the operation of Our House, shall provide residential, vocational, educational, recreational and support services to low income adults with developmental disabilities; and

**WHEREAS**, the Group Home shall not be age-restricted, nor restricted to youth under eighteen (18) years of age; and

**WHEREAS**, Our House shall hold and maintain a license to operate the Group Home for the developmentally disabled from the Department of Human Services of the State of New Jersey ("DHS") Division of Development Disabilities ("DDD"), the Department of Children and Families of the State of New Jersey ("DCF"), or comparable State department or agency; and

**WHEREAS**, the six (6) bedrooms shall then be rented to very low-income adults, defined

## AFFORDABLE HOUSING AGREEMENT

### Establishing Affordability Controls on Six (6) Income-Restricted Units to be located in a Group Home

by Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et seq., as 30% of regional median income, with developmental disabilities, in accordance with New Jersey regulations or as may be otherwise approved by the New Jersey Superior Court; and

**WHEREAS**, in exchange for the requested financial contribution by the Borough, Our House agrees to the placement of an affordable housing deed restriction on the Property pursuant to the terms of the applicable affordable housing regulations or Court Order, and the Uniform Housing Affordability Controls (“UHAC”) regulations, N.J.A.C. 5:80-26.1, *et seq.*; and

**WHEREAS**, a copy of the form deed restriction to be placed on the Property prepared by the Borough Attorney pursuant to the terms of this Agreement, following the form of Appendix E-2 of the UHAC regulations, is attached hereto as **Exhibit A** and made a part hereof (the “Deed Restriction”); and

**WHEREAS**, the Group Home shall qualify as “supportive and special needs housing” as defined in New Jersey regulations, and accepted as affordable housing by COAH or comparable State department or agency, or by a Court of competent jurisdiction; and

**WHEREAS**, Our House further agrees to comply with all of the terms and requirements of COAH or comparable State department or agency, or by a Court of competent jurisdiction, and UHAC regulations in order to qualify all six (6) bedrooms of the Group Home as affordable housing rental units for supportive and special needs housing thereby permitting the Borough to receive credit for said units; and

**WHEREAS**, further, pursuant to prior COAH Regulations, and approval by COAH or comparable State department or agency, or by a Court of competent jurisdiction, for the units to qualify as affordable housing units in order for the Borough to receive credit, the bedrooms shall comply with applicable law and UHAC regulations, with the exception of the standard UHAC affirmative marketing requirements for non-special needs housing; and Our house will work with the DDD in placing income qualified individuals in these Units; and

**WHEREAS**, Our House and the Borough wish to enter into an agreement providing for the financial contribution by the Borough for the renovation and operation of the Group Home, in exchange for the establishment and preservation of affordability controls and deed restrictions on the Property for the Group Home.

## AFFORDABLE HOUSING AGREEMENT

### Establishing Affordability Controls on Six (6) Income-Restricted Units to be located in a Group Home

NOW, THEREFORE, in consideration of the foregoing, and in consideration of the mutual covenants, agreements, conditions, understandings and undertakings hereinafter contained and set forth, the parties hereto, and for their successor and assigns, hereby agree as follows:

#### ARTICLE I

#### DEFINITIONS

Section 1.1. Definitions. Certain terms used in this Agreement are defined in this Section and/or other portions of this Agreement by reference to other documents. Each term defined shall have the meaning given it unless the context clearly indicates otherwise. The following terms are defined in this Section:

1. "Administrative agent" shall be the entity responsible for administering the affordability controls for the Borough pursuant to UHAC regulations;
2. "Affordable Housing Credit" shall have the meaning set forth in Section 3.2(c) of this Agreement, with one unit of credit for each bedroom;
3. "Affordable Housing Credit Loss Event" shall have the meaning set forth in Section 3.3 of this Agreement;
4. "Event of Default" shall have the meaning set forth in Section 5.1 of this Agreement;
5. "Forced Delay" shall mean delay or delays due to: governmental action, or lack thereof, beyond the reasonable and customary period of time expectation for governmental action (for example, the issuance of a building permit); shortages or unavailability of materials; labor disputes (including, but not limited to, strikes, slow-downs, job actions, picketing and/or secondary boycotts); fire, explosion or other casualty; delays in transportation; delays due to adverse weather conditions; acts of God; directives or requests by any governmental entity, authority, agency or department; any court or administrative orders or regulations; adjustments of insurance; acts of declared or undeclared war, warlike conditions in this or any foreign country, acts of terrorism, public disorder, riot or civil commotion; or by anything else beyond the reasonable control of Our House, or its agents, employees or contractors.
6. "Hazardous Substances" shall mean any pollutants, contaminants, or industrial, toxic, hazardous, or extremely hazardous chemicals, wastes, materials or substances which are defined, determined, classified or identified as such in any Hazardous Substances Law, including, without limitation: oil, petroleum, petroleum by-products, friable asbestos, polychlorinated biphenyls, and urea formaldehyde;

## AFFORDABLE HOUSING AGREEMENT

### Establishing Affordability Controls on Six (6) Income-Restricted Units to be located in a Group Home

7. "Hazardous Substances Law" shall mean all applicable statutes, laws, acts, ordinances, rules, regulations, orders, decrees, and rulings of any federal, New Jersey and/or local governmental or quasi-governmental body, agency, board, commission and/or court relating to the protection of health and/or the environment or otherwise regulating and/or restricting the use, storage, disposal, treatment, handling, release and/or transportation of Hazardous Substances including, without limitation, The Comprehensive Environmental Response, Compensation and Liability Act of 1980, as now or hereafter amended, The Resource Conservation and Recovery Act of 1976, as now or hereafter amended, and the Environmental Control Laws of the State of New Jersey as now or hereafter amended, and all regulations respectively promulgated thereunder;

8. "Plans and Specifications" shall mean those plans and specifications which are approved by the Borough Engineer, Borough Construction Official, or other Borough approving authority.

9. "Group Home" shall mean the group home for adults with developmental disabilities, with not less than six (6) bedrooms, to be maintained on the Property.

10. "Supportive and special needs housing" shall mean "group homes for people with developmental disabilities and mental illness as licensed and/or regulated by the New Jersey Department of Human Services

11. "Unit" shall mean one of the six (6) individual very low income restricted affordable housing rental bedrooms at the Group Home which are subject to a minimum thirty (30) year affordable housing deed restriction.

Section 1.2. Headings. The headings of this Agreement are for convenience only and shall not define or limit the provisions of this Agreement.

## ARTICLE II

### REPRESENTATIONS AND COVENANTS

Section 2.1. Representations and Covenants of Our House. Our House represents and covenants that:

- (a) Our House is a duly organized not-for-profit, 501(c)(3) organization, and validly existing under the laws of the State of New Jersey, and doing business in the State of New Jersey;
- (b) To the best of its knowledge, Our House is not in violation of or in conflict with any applicable provisions of the laws of the State of New Jersey or any other agreement related to the Group Home which would impair its ability to carry out its obligations under this Agreement;
- (c) Our House is empowered to enter into the transactions contemplated by this Agreement;
- (d) Our House has duly authorized the execution, delivery, and performance of this Agreement;

## AFFORDABLE HOUSING AGREEMENT

### Establishing Affordability Controls on Six (6) Income-Restricted Units to be located in a Group Home

(e) Our House will do all things in its power required of it in order to maintain its existence, perform its obligations hereunder, and assure the assumption of its obligations hereunder by any successor body;

(f) There is no litigation or proceeding pending, or to the knowledge of Our House threatened, against Our House, or any other person or entity affecting in any material manner whatsoever the right of Our House to execute this Agreement or to otherwise comply with its obligations contained in this Agreement;

(g) When executed by duly authorized officers of Our House, this Agreement will be binding upon Our House and enforceable in accordance with its terms;

(h) Intentionally omitted;

(i) Our House shall maintain control over the Group Home, throughout and at the completion of renovations, and shall continue to, and permit and cooperate with the Borough's administrative agent to monitor the Units to ensure compliance with the affordability controls set forth herein, the Deed Restriction, UHAC regulations, and the DDD requirements;

(j) The Group Home shall be licensed as required by the DDD, DCF or comparable agency one project construction is completed and certificates of occupancy for each dwelling is issued, and Our House or its designee covenants that it will maintain such license in good standing throughout the term of this Agreement, and throughout the term of the Deed Restriction for the Property, and Our House shall provide the Borough with a copy of any required License from DDD, DCF or comparable agency annually, upon receipt of same from the DDD, DCF or comparable agency;

(k) The Group Home shall not be age-restricted, and shall not be restricted to youth under eighteen (18) years of age;

(l) The Group Home shall be consistent with and meet the site suitability criteria of the State Development and Redevelopment Plan;

(m) Our House or its designee agrees to work with the Borough and its administrative agent to comply with COAH or comparable State department or agency, or by a Court of competent jurisdiction, and UHAC regulations with the exception of the affirmative marketing requirements of N.J.A.C. 5:80-26.15, and the affordability average and bedroom distribution requirements of N.J.A.C. 5:80-26.3, unless otherwise agreed to herein; and

(n) Our House or its designee agrees to annually provide the Borough and the Administrative agent a list of all current residents of the Group Home, along with all requested documentation and proofs required for the income verification and certification that such residents meet the very low-income requirement (30% of regional median income) to qualify as affordable housing, including a copy of all existing approvals, licenses and certifications provided by the DDD.

Section 2.2. Representations and Covenants of the Borough. The Borough represents and covenants that: (a) it is empowered to enter into the transactions contemplated by this Agreement; (b) it has duly authorized the execution, delivery and performance of this Agreement; (c) there is no litigation or proceeding pending, or to the knowledge of the Borough threatened, against the Borough or any other person affecting in any material manner whatsoever the right of the Borough to execute this Agreement or to otherwise comply with its obligations contained in this Agreement; and (d) it will cooperate in responding to reasonable requests for the operation of the Group Home.

## AFFORDABLE HOUSING AGREEMENT

### Establishing Affordability Controls on Six (6) Income-Restricted Units to be located in a Group Home

#### ARTICLE III

#### TERMS OF AFFORDABLE HOUSING CONTRIBUTION

##### Section 3.1. Borough's Financial Contribution.

(a) The Borough agrees to provide a financial contribution in the amount of Two Hundred Fifty Thousand and 00/100 (\$250,000.00) Dollars to Our House. Such contribution shall be made within ten (10) business days upon receipt of the fully executed Affordable Housing Deed Restriction for the Property pursuant to the terms of this Agreement, subject to approval by the governing body of the Borough.

##### Section 3.2. Conditions of Contribution.

(a) Our House shall operate the Group Home – i.e. rental of the six (6) very low-income restricted units – in accordance with the terms of this Agreement, the Borough's Affordable Housing Ordinances, the regulations, rules and/or orders issued by COAH or comparable State department or agency, or by a Court of competent jurisdiction, and the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 *et. seq.*, as may be amended from time to time, along with all other applicable rules and regulations, for credit as a six (6) unit, very low-income restricted affordable housing rental project. Our House agrees to rent the affordable units in strict accordance with same. Our House will work with the DDD to place income qualified individuals in these Units. All of the units shall be restricted as very low income rental units.

(b) Our House shall have caused to be properly entered into the chain of title for the Property, and recorded with the Somerset County Clerk's office, a deed restriction applicable for each of the six (6) affordable housing units (bedrooms) at the Group Home, and putting into place thirty (30) years of affordability controls, restricting the affordable units by the filing of the Mandatory Deed Restriction for Rental Property as required by N.J.A.C. 5:80-26.11 and Appendix E-2, and approved by COAH in accordance with the UHAC Regulations. A copy of said Deed Restriction shall be provided to the Borough Attorney for review and approval prior to recording. Recording of the approved form of Deed Restriction by Our House shall expressly be considered a condition for the Borough's financial contribution to Our House.

(c) Our House shall provide proof of recording of the COAH deed restriction for the Group Home to the Borough Attorney by providing a copy of the deed restriction with the "recorded" stamp of the Somerset County Clerk. The documents which create the COAH deed restrictions on the units shall contain the following provision:

"Sale and use of the property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative

## AFFORDABLE HOUSING AGREEMENT

### Establishing Affordability Controls on Six (6) Income-Restricted Units to be located in a Group Home

Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:50-26.1, et seq., the "Regulations") and any amendments, changes or supplements thereto. Consistent with the Regulations, the following covenants (the "Covenants") shall run with the land for the period of time commencing upon the earlier of (a) the date hereof, or (b) the prior commencement of the "Control Period", as that term is defined in the Regulations, and terminating upon the expiration of the Control Period as provided in the Regulations.

In accordance with N.J.A.C. 5:80-26.5, each restricted unit shall remain subject to the affordability controls set forth therein during the Control Period until the municipality in which the unit is located elects to release the unit from such requirements. Prior to such a municipal election, a restricted unit must remain subject to the affordability controls for a period of at least thirty (30) years."

(d) Our House shall have provided the Borough with a copy of good standing certificate.

(e) The Group Home shall be in compliance with all Hazardous Substance Laws and, to the extent applicable, the Group Home shall have received all necessary governmental approvals for any Hazardous Substances remediation plan required in connection with the renovation and maintenance of the Group Home.

(f) Our House shall be the owner and operator of the Group Home at all times during the term of the affordable housing restriction period for the Property. Any sale of the Property or transfer of operation of the Group Home to any other entity or other use not specifically for the provision of residential, vocational, educational, recreational and support services to low income adults with developmental disabilities shall require prior written approval by the Borough, which approval shall not be unreasonably withheld, conditioned, or delayed, provided that any such assignee shall agree to assume all obligations of Our House pursuant to this Agreement and that any such assignment shall be in accordance with the requirements of any applicable legal requirements, including, but not limited to, any applicable requirements of COAH, the DDD, and/or DCF, which may be now or hereinafter be in effect with respect to the ownership and operation of the Group Home.

## ARTICLE IV

### REGULATORY TERMS AND CONDITIONS

Section 4.1. Limitation on the Borough's Obligation. The Borough shall not be liable under this Agreement to Our House or any other party for the completion of, or failure to complete, any activities which are part of the construction or renovation of the Group Home.

Section 4.2. Equal Opportunity. During the construction/renovation of the Group Home, Our House shall not discriminate on the basis of race, color, creed, religion, sex, sexual

## AFFORDABLE HOUSING AGREEMENT

### Establishing Affordability Controls on Six (6) Income-Restricted Units to be located in a Group Home

orientation, age, disability, marital status, condition of Acquired Immune Deficiency Syndrome (AIDS) or AIDS-related complex, national origin or ancestry in the hiring, firing, promoting, or demoting, of any person engaged in the construction work.

Section 4.3 Maintenance of the Group Home. Our House or its designee shall maintain the Group Home in good condition and in compliance with all applicable health, safety, building, fire, zoning, subdivision, and environmental laws, regulations, codes and ordinances, in a manner consistent with group homes providing Supportive and special needs housing of similar age and size in Somerset County, New Jersey.

## ARTICLE V

### DEFAULT AND REMEDIES

Section 5.1. Events of Default. Each of the following shall constitute an "Event of Default" hereunder:

(a) Failure of Our House to materially comply with terms, provisions, or conditions of this Agreement and failure to cure the same, subject to ~~Forced Delays~~, within thirty (30) days of receipt of written notice by the Borough specifying such failure (or if such failure to perform cannot be cured within thirty (30) days, failure to commence cure within thirty (30) days after receipt of such notice and thereafter diligently pursue such cure within one hundred twenty (120) days after receipt of such notice);

(b) Failure of Our House to utilize the Group Home and the Property in a manner to qualify as affordable housing units as set forth herein;

(c) The filing of any voluntary petition in bankruptcy court or otherwise seeking relief from creditors by or against Our House;

(d) Our House shall make an assignment for the benefit of creditors, or shall submit in writing its inability to pay its debts generally as they become due;

(e) Our House consents to, or acquiesces in, the appointment of a receiver, liquidator, or trustee of itself or of the whole or any substantial part of its properties or assets or a court of competent jurisdiction enters an order, judgment or decree appointing a receiver, liquidator or trustee of Our House, or of the whole or any substantial part of the property or assets of Our House, and such order, judgment or decree shall remain unvacated or not set aside or unstayed for one hundred twenty (120) days;

(f) Material misrepresentation or material misstatement of fact when made in any written document and/or written agreement by Our House or any of its officers or representatives to the Borough.

## AFFORDABLE HOUSING AGREEMENT

### Establishing Affordability Controls on Six (6) Income-Restricted Units to be located in a Group Home

(g) Sale or transfer of the Group Home or the Property by Our House without the prior written consent of the Borough in violation of the terms of this Agreement.

(h) Failure of Our House or its designee to apply for any required licensure from the DHS, DDD or such other appropriate agency as per the terms of this Agreement.

Section 5.2. Notices. Our House shall, with reasonable promptness, but in all events within ten (10) days after it has actual knowledge thereof, notify the Borough in writing of the occurrence of any act, event or condition which constitutes, or which after notice or lapse of time or both would constitute, an Event of Default. Such notification shall include a written statement of any remedial or curative actions, which Our House proposes to undertake to cure or remedy such default.

Section 5.3. Remedies. Upon the occurrence and during the continuance of an Event of Default under this Agreement, but only after all cure provisions have been exhausted, the Borough shall have the right to take any or all of the following actions against Our House or any affiliated entities:

- (a) Institute appropriate proceedings to specifically enforce performance hereof; and
- (b) Institute proceedings to have the refund of the financial contribution made by the Borough.

Section 5.4. Attorney's Fees and Costs. Our House agrees to pay or cause to be paid, promptly upon demand by the Borough, reasonable attorney's fees actually incurred and all reasonable costs and expenses actually incurred in connection with such enforcement or exercise of remedies of the Borough hereunder.

Section 5.5. Right to Cure Defaults. The Borough shall give written notice of each default of which it has knowledge to Our House. Except as otherwise provided herein, Our House shall have the right to cure any default existing under this Agreement within ninety (90) days of the receipt of notice of default from the Borough.

## ARTICLE VI

### MISCELLANEOUS PROVISIONS

Section 6.1. Agreement Term. The term of this Agreement shall commence upon the date this Agreement has been fully executed by all parties hereto and the terms, restrictions and covenants of this Agreement shall terminate upon thirty (30) years from the commencement of this Agreement, unless extended by amendment of this Agreement by the Parties hereto.

Section 6.2. Hold the Borough Harmless from Claims; Insurance. Our House hereby agrees to defend and hold the Borough, its officials, appointees, employees and contractors, harmless from and against any and all claims, actions, damages, liability and expense, including

## AFFORDABLE HOUSING AGREEMENT

### Establishing Affordability Controls on Six (6) Income-Restricted Units to be located in a Group Home

reasonable attorney's fees, in connection with any loss of life, personal injury, damage to property, breach of contract or any other claims, actions, or damages arising from or out of the construction, renovation or operation of the Group Home by Our House other than and to the extent caused by the willful actions or omissions or recklessness or negligence of the Borough.

Our House shall carry and maintain general liability insurance for bodily injury in the amount not less than one million (\$1,000,000) dollars per occurrence, and liability insurance for property damage in the amount not less than one million (\$1,000,000) dollars per occurrence, with excess umbrella liability coverage of not less than two million (\$2,000,000) dollars, for the duration of this Agreement, and throughout the duration of the Deed Restriction for the Property. The insurance policies shall provide the Borough as an additional insured, and the policy shall further provide that the Borough will be notified at least thirty (30) days in advance of cancellation or material change in the policy.

Section 6.3. Notices. All notices given in connection herewith shall be deemed effective upon receipt (as evidenced by the U.S. Mail return receipt or commercial delivery service receipt) or refusal to accept delivery, and shall be given by personal delivery, express overnight delivery service, or placed in the U.S. Mail, registered, with return receipt requested, and postage prepaid. Any of the following parties may effect a change of address for notice purposes by written notice thereof to all of the other following parties:

If to Our House:

Our House, Inc.  
76 Floral Avenue  
Murray Hill, NJ 07974-1511  
c/o Michele DeCorsano, President and CEO

with a copy to:

Murphy Schiller & Wilkes LLP  
24 Commerce Street, 12<sup>th</sup> Floor  
Newark, NJ 07102  
Attn: Matthew J. Schiller, Esq.

If to the Borough:

Borough of Watchung  
15 Mountain Boulevard  
Watchung, New Jersey 07069  
Attn: Borough Clerk

with a copy to:

Joseph V. Sordillo, Esq.  
DiFrancesco Bateman, PC  
15 Mountain Boulevard  
Warren, New Jersey 07059

Section 6.4. Entire Agreement. This Agreement, including the exhibits and attachments incorporated herein, expresses the entire understanding and agreement between the parties hereto

## AFFORDABLE HOUSING AGREEMENT

### Establishing Affordability Controls on Six (6) Income-Restricted Units to be located in a Group Home

with respect to the subject matter hereof and supersedes all prior understandings, agreements, representations, or arrangements, oral or written, between the parties hereto relating to the subject matter of this Agreement, all of which are merged into this Agreement.

Section 6.5. Severability. Each provision of this Agreement is intended to be severable to the extent that such Severability does not materially affect the basic understanding of the parties as reflected in this Agreement. In the event that any one or more provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect by a final, non-appealable decision of a court of competent jurisdiction, the same shall not invalidate or otherwise affect any other provision of this Agreement, and this Agreement shall be construed as if such an invalid, illegal, or unenforceable provision had never been contained herein, provided such Severability does not materially affect the basic understanding of the parties as reflected in this Agreement.

Section 6.6. Counterparts. This Agreement and any amendments hereto may be executed by the parties hereto in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

Section 6.7. Further Assurances. The parties hereto shall cooperate and take such action, give assurances and execute and deliver such documents as may be reasonably required by the other party in order to effectuate the intent, purposes and provisions of this Agreement and to confirm to third parties the existence and good standing of this Agreement.

Section 6.8. Successors. This Agreement shall be binding upon and inure to the benefit of Our House and the Borough and their respective successors and assigns.

Section 6.10. The Borough Not a Joint Venturer. The Borough, by making this Agreement or by any action pursuant hereto, will not be deemed a partner or joint venturer with Our House, and Our House and the Borough each agree to hold the other harmless for any damages and expenses resulting from such a construction of the relationship of the parties or any assertion thereto.

Section 6.11. Applicable Law. All actions and documents in connection with this Agreement shall be governed by and construed in conformity with the laws of the State of New Jersey. The parties hereto consent to be sued in New Jersey Superior Court-Somerset County in any action to enforce the provisions of this Agreement.

Section 6.12. Modification and Assignment. The terms of this Agreement may not be waived, modified, or changed in any way by implication, correspondence, or otherwise unless such waiver, modification, or change is made in the form of a written amendment to this Agreement signed by both parties. Our House shall not assign or transfer this Agreement to an unaffiliated entity, without written consent of the Borough, consent not to be unreasonably withheld, in accordance with the terms and conditions outlined in Section 3.4 hereof. Nothing in this Agreement, however, shall limit or prohibit Our House from assigning its operating obligations to an entity not a party hereto.

## AFFORDABLE HOUSING AGREEMENT

### Establishing Affordability Controls on Six (6) Income-Restricted Units to be located in a Group Home

Section 6.13. Captions and Headings. The captions and headings contained in this Agreement are included herein for convenience of reference only and shall not be considered a part hereof and are not in any way intended to limit or enlarge the terms hereof.

Section 6.14. Waiver. A waiver by the Borough of any of the terms and conditions herein shall be in writing and shall not constitute a continuing waiver of said terms and conditions.

Section 6.15. Recording of Agreement. This Agreement may be recorded in the chain of title with the Somerset County Clerk for the Property simultaneously with the recording of the Affordable Housing Deed restriction.

\*\*\*signature page follows\*\*\*

DRAFT

**AFFORDABLE HOUSING AGREEMENT**

**Establishing Affordability Controls on Six (6) Income-Restricted Units to be located in a Group Home**

IN WITNESS WHEREOF, the parties hereto have caused this Housing Trust Fund Agreement to be executed under seal by their duly authorized signatories.

ATTEST:

**THE BOROUGH OF WATCHUNG**  
a NJ Municipal Corporation

By: \_\_\_\_\_  
Name: Edith G. Gil  
Title: Borough Clerk

By: \_\_\_\_\_  
Name: Keith S. Balla  
Title: Mayor

Date: \_\_\_\_\_, 2022

ATTEST:

**OUR HOUSE, INC.**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name: Michele DelCorsano  
Title: President and CEO

Date: \_\_\_\_\_, 2022

DRAFT





**BOROUGH OF WATCHUNG  
RESOLUTION: R11**

**WHEREAS**, the Borough of Watchung advertised for the position of Principal Public Works Manager/ Director of Public Works for the Borough and received resumes and interviewed interested candidates; and

**WHEREAS**, the Mayor and Council have determined that \_\_\_\_\_, meets the qualifications and has agreed to perform the duties of the position of Principal Public Works Manager/Borough Engineer.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Watchung, County of Somerset, State of New Jersey that it hereby appoints **TBD** to the position of **Principal Public Works Manager/ Director of Public Works** of the Borough of Watchung for a \_\_\_ term commencing \_\_\_\_\_, 2022 at an annual salary as negotiated and agreed upon by the parties and consistent with the Salary Ordinance of the Borough of Watchung.

**BE IT FURTHER RESOLVED** by the Mayor and Council of the Borough of Watchung that it hereby authorizes the Mayor and other Borough Officials and employees to take all actions necessary to effectuate this Resolution, including but not limited to the execution of an agreement reflecting the negotiated terms and conditions of employment and hereby waves sections of the borough code, specifically Chapter 2-15.3

\_\_\_\_\_  
Christine Ead, Council Member

\_\_\_\_\_  
Keith S. Balla, Mayor

ADOPTED: JUNE 16, 2022  
INDEX: APPOINTMENTS  
C: B. HANCE, E. HORSFALL,

**BOROUGH OF WATCHUNG  
RESOLUTION: R12**

**WHEREAS**, the Borough of Watchung awarded a contract to J.A. Alexander Inc, 130 John F. Kennedy Drive, Bloomfield, NJ 07003, on October 21, 2021, via resolution R12 for "2020 and 2021 Roadway Improvements Project" in the amount of \$584,996.05; and

**WHEREAS**, the Borough's Professional Engineers, Remington & Vernick Engineers, have recommended the approval of **Change Order #1**, increasing the original contract by \$113,000.00 to provide for unforeseen fuel price and asphalt price index adjustments, which have been escalating at a high rate/ percentage over the last several months; and

**WHEREAS**, the Chief Financial Officer of the Borough of Watchung has certified that funds are available in the following account: Capital Ordinance OR 21/04

\_\_\_\_\_  
William J. Hance, CFO

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council of the Borough of Watchung, County of Somerset, State of New Jersey that **Change Order #1** to the contract of **J.A. Alexander, Inc.** for a net increase of \$113,000.00 is hereby approved and the contract sum, including this Change Order, is \$697,996.05.

**BE IT FURTHER RESOLVED**, that the Mayor and Borough Officials are hereby authorized to sign the Change Order form.

**BE IT FURTHER RESOLVED**, that a true copy of this Resolution be forwarded to: J.A. Alexander, Inc., the Borough Engineer and the Borough Chief Financial Officer.

\_\_\_\_\_  
Christine Ead, Council Member

\_\_\_\_\_  
Keith S. Balla, Mayor

ADOPTED: JUNE 16, 2022  
INDEX: AWARDS, ROADS, FINANC-MISC  
C: B. HANCE, ENG.



REMINGTON  
& VERNICK  
ENGINEERS

3 Jocama Boulevard, Suite 300-400  
Old Bridge, NJ 08857  
O: (732) 955-8000  
F: (732) 591-2815

June 9, 2022

Mr. James Damato, Business Administrator  
Borough of Watchung  
15 Mountain Boulevard  
Watchung, New Jersey 07069

**Re: Borough of Watchung  
FY 2020 & FY 2021 NJDOT Trust Fund "Fuel Price" and "Asphalt Price" Index Adjustment,  
Recommendation for a Proposed Change Order No. 1**

Dear Mr. Damato:

As you are aware, J A Alexander, Inc., the contractor for the above captioned project intends to mobilize on or about June 17, 2022 to start construction. The contract includes provisions for "Fuel Price", and "Asphalt Price" Index Adjustments, which have been escalating at a high rate / percentage over the last several months, the magnitude of the increases and monthly escalation in these indices are totally unforeseen.

The NJDOT's 2019 Standard Specifications for Roads and Bridges requires the contractor to obtain permission from the "Owner" to perform certain specific work items if:

- The monthly Fuel Price Index increases by 50 percent or more over the basic fuel price index. The contractor has formally requested to proceed with the project.
- The monthly Asphalt Price Index increases 50 percent or more over the basic asphalt price index. The contractor has formally requested to proceed with the project.

The "Base Line Index" for this project is based on September 2021, which was \$3.26. As of June 2022, the Fuel Price Index is \$5.46. This represents a 67.48% increase.

The "Asphalt Base Line Index" for this project is also based on September 2021, which was \$509.00. As of June 2022, the Asphalt Cement Index is \$750.00. This represents a 47.35% increase.

Analysis of the bid quantities based on June 2022 index values indicates an increase of approximately \$57,200.00 for the "Fuel Price" adjustment, and approximately \$50,400.00 for the "Asphalt Price" adjustment. This represents a total current contractual increase of \$107,600.00. However, since the project is not completed, we anticipate / approximate a 5% per month increase in the indices to give the Borough a better approximation where the cost will be at the project's completion. Accordingly, we estimate and recommend the Borough allocate and approve \$112,980.00 for the project which we anticipate will be completed in July 2022. This would represent an approximated 19.3 % increase in the current construction contract for the project.

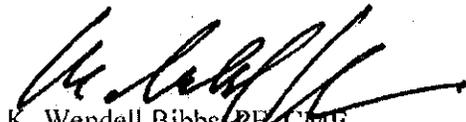
Fuel and Asphalt Index Price Adjustments and Change Orders  
June 6, 2022  
Page 2 of 2

Please be advised that change order(s) which exceed 20% of the original contract amount are governed by the procedures outlined in N.J.A.C. 5:30-11.9. Our office defers interpretation of this statute and associated procedures to the Borough Solicitor's office.

It is our recommendation that the Borough approve this proposed Change Order No. 1, so that the contractor can be authorized to complete the construction project.

If you have any questions or require additional information, please contact Mr. Jason Cline of our offices at (732) 955-8000 ext. 1703.

Sincerely,  
REMINGTON & VERNICK ENGINEERS



K. Wendell Bibbs, PE, CME  
Executive Vice President

DRAFT

cc: Joseph V. Sordillo, Esq., DiFrancesco Bateman  
George Allan, RVE  
Terence Vogt, RVE  
Jason Cline, RVE

**BOROUGH OF WATCHUNG  
RESOLUTION: R12**

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO J.A. ALEXANDER INC. FOR THE 2020 AND 2021 ROADWAY IMPROVEMENTS PROJECT**

**WHEREAS**, on October 14, 2021, sealed bids were opened on behalf of the Borough of Watchung for the 2020 Roadway Improvements (Nottingham Drive and Hill Hollow Road) and 2021 Roadway Improvements (Elsinore Drive, Friar Lane, Johnston Drive, and Sherwood Drive); and

**WHEREAS**, the Borough opened six (6) bids on October 14, 2021 in the following amounts:

<b>Bidder</b>	<b>2020 Roadway Improvements</b>	<b>2021 Roadway Improvements</b>	<b>Total Bid Amount</b>
J.A. Alexander, Inc.	\$318,210.39	\$275,035.66	\$593,246.05
Top Line Construction Corp.	\$336,683.44	\$298,290.06	\$634,973.50
P & A Construction Inc.	\$359,021.22	\$313,384.64	\$672,405.86
Reivax Contracting Corp.	\$371,499.55	\$317,253.25	\$688,752.80
Black Rock Enterprises, LLC	\$416,200.60	\$366,586.80	\$782,787.40
Shifano Construction Corp.	\$401,795.65	\$347,810.15	\$749,605.80

; and

**WHEREAS**, CME Associates, the Borough's consulting engineer, reviewed all of the bid proposals and found that the lowest numerical bid submitted by J.A. Alexander, Inc. contained a mathematical error in Line 13A of its proposal for the 2020 Roadway Improvements that contained a Unit Price of \$2.75 per square yard, with an estimated quantity of 21,945 square yards, which extended amount should have been \$60,348.75, not \$68,598.75 as was contained on its proposal sheet; and

**WHEREAS**, after further review and correct calculations, J.A. Alexander bid for the 2020 Roadway Improvements was \$309,960.39 and \$275,035.66 for the 2021 Roadway Improvements for a total bid amount of \$584,996.05 which was recommended for award by CME Associates; and

**WHEREAS**, the appropriate Borough Official has certified the sufficiency of funds for the award of contract for the 2020 and 2021 Roadway Improvements Project, subject to the approval of the New Jersey Department of Transportation; and

**WHEREAS**, Council of the Borough of Watchung has determined pursuant to *N.J.S.A. 40A:11-1, et seq.*, J.A. Alexander, Inc. is the lowest responsive responsible bidder for the 2020 and 2021 Roadway Improvements Project with a total bid in the amount of \$584,996.05, subject to the approval of the New Jersey Department of Transportation.

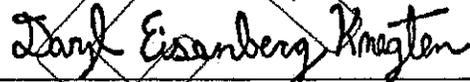
**NOW, THEREFORE, BE IT RESOLVED** by Council of the Borough of Watchung, County of Somerset, State of New Jersey that pursuant to *N.J.S.A. 40A:11-1, et seq.*, J.A. Alexander, Inc. is the lowest responsive responsible bidder for the 2020 and 2021 Roadway Improvements Project with a total bid in the amount of \$584,996.05; and

**BOROUGH OF WATCHUNG  
RESOLUTION: R12**

**BE IT FURTHER RESOLVED** by the Council that it hereby awards a contract for the 2020 and 2021 Roadway Improvements Project to J.A. Alexander, Inc., 130 Jon F. Kennedy Drive, Bloomfield NJ 07003 in a total amount not to exceed \$584,996.05 subject to the approval of the New Jersey Department of Transportation; and

**BE IT FURTHER RESOLVED** by the Council that it hereby authorizes the Mayor and all Borough Officials and employees, to take all necessary action to effectuate the within Resolution, including but not limited to the Mayor and Borough Clerk's execution of the contract awarded herein and the implementation thereof consistent with the terms of this Resolution and executed contract; and

**BE IT FURTHER RESOLVED**, that upon receipt of a fully executed contract, the Borough Clerk is hereby authorized and directed to return the bid bonds of all unsuccessful bidders.



Daryl Eisenberg Knegten, Council Member



Keith S. Balla, Mayor

Adopted: October 21, 2021  
Index: Roads, Awards,  
CC: Engineering, Finance

**DRAFT**

**BOROUGH OF WATCHUNG  
ORDINANCE #OR: 22-06**

An Ordinance to amend the Code of The Borough of Watchung CH. 5-12.76 et seq., Thereof, and to fix and determine minimum and maximum salaries and compensation to be paid to certain employees.

**BE IT RESOLVED**, by the Mayor and Council of The Borough of Watchung, that CH. 5-12.76 et seq., the minimum and maximum base salaries and compensations to be paid to certain employess, be approved as follows:

<u>JOB TITLE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
Administrator	\$75,000.00	\$180,000.00
Borough Clerk	\$45,000.00	\$105,000.00
Deputy Clerk	\$40,000.00	\$65,000.00
Assistant Municipal Clerk	\$35,000.00	\$65,000.00
Mayor/Council Member	\$3,000.00	\$6,000.00
Chief Financial Officer / QPA / Technology Officer	\$40,000.00	\$130,000.00
Deputy Treasurer / Payroll & Benefits Manager	\$38,000.00	\$62,000.00
Administrative Assistant	\$34,500.00	\$62,000.00
Administrative Assistant / Finance	\$34,000.00	\$62,000.00
Administrative Assistant / Police Dept.	\$34,500.00	\$62,000.00
Administrative Assistant / TACO / Office Manager	\$35,000.00	\$70,000.00
Executive Assistant / IT Specialist	\$50,000.00	\$100,000.00
Registrar of Vital Statistics	\$400.00	\$1,200.00
Construction Code Official/ Building Subcode Official	\$25,000.00	\$55,000.00
Zoning Officer	\$10,000.00	\$20,000.00
Building Inspector	\$8,000.00	\$56,000.00
Fire Sub-Code Official	\$10,000.00	\$28,000.00
Plumbing Sub-Code Official	\$10,000.00	\$26,000.00
Electrical Sub-Code Official	\$10,000.00	\$26,000.00
Fire Official	\$10,000.00	\$42,000.00
OEM Coordinator	\$1,000.00	\$8,000.00
Engineer	\$55,000.00	\$98,000.00
Municipal Court Judge	\$32,000.00	\$95,000.00
Public Defender	\$6,000.00	\$25,000.00
Chief of Police	\$150,000.00	\$200,000.00
Secretary	\$30,000.00	\$60,000.00
Recreation Coordinator	\$6,000.00	\$20,000.00
Public Works Manager	\$60,000.00	\$130,000.00
Public Works Foreman	\$50,000.00	\$85,000.00
Public Works Driver / Operator Step 1	\$40,000.00	\$52,550.00
Public Works Driver / Operator Step 2	\$40,000.00	\$55,900.00
Public Works Driver / Operator Step 3	\$40,000.00	\$59,250.00
Public Works Driver / Operator Step 4	\$40,000.00	\$62,800.00
Public Works Driver / Operator Step 5	\$40,000.00	\$66,700.00
Public Works Driver / Operator Step 6	\$40,000.00	\$71,035.00
Public Works Driver / Operator Step 7	\$40,000.00	\$74,506.00
Public Works Driver / Operator Step 8	\$40,000.00	\$78,411.00
Public Works Laborer / Driver Probationary	\$35,000.00	\$41,290.00
Public Works Laborer / Driver Step 1	\$40,000.00	\$46,740.00
Public Works Laborer / Driver Step 2	\$40,000.00	\$48,406.00
Public Works Laborer / Driver Step 3	\$40,000.00	\$52,380.00
Public Works Laborer / Driver Step 4	\$40,000.00	\$55,745.00
Public Works Laborer / Driver Step 5	\$40,000.00	\$58,997.00
Public Works Laborer / Driver Step 6	\$40,000.00	\$61,275.00
Public Works Laborer / Driver Step 7	\$40,000.00	\$65,615.00
Public Works Laborer / Driver Step 8	\$40,000.00	\$69,083.00
Building Maintenance Worker	\$5,200.00	\$7,936.00
Tax Assessor	\$35,000.00	\$68,000.00
Tax Collector	\$10,000.00	\$50,000.00
Tax Clerk	\$25,000.00	\$62,000.00
Part Time Tax Assessor Assistant		\$26.00
Seasonal/Temporary/Part Time Hourly Rate	Hourly Wage	\$15.00
		\$45.00

**BOROUGH OF WATCHUNG  
ORDINANCE #OR: 22-06**

An Ordinance to amend the Code of The Borough of Watchung CH. 5-12.76 et seq., Thereof, and to fix and determine minimum and maximum salaries and compensation to be paid to certain employees.

**BE IT RESOLVED**, by the Mayor and Council of The Borough of Watchung, that CH. 5-12.76 et seq., the minimum and maximum base salaries and compensations to be paid to certain employess, be approved as follows:

<u>JOB TITLE</u>		<u>MINIMUM</u>	<u>MAXIMUM</u>
Board/Commission Clerk	Hourly Wage	\$15.00	\$35.00
Temporary Inspector / Sub-Code Official	Hourly Wage		\$45.00
Night Subcode Inspection			\$300.00
Recreation Camp Counselors		\$15.00	\$18.00
Recreation Camp Director			\$27.00
Recreation Camp Assistant Director			\$21.00
OPRA Coordinator			\$2,500.00

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Municipal Clerk

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Keith Datta, Mayor

INTRODUCED BY: JUBIN  
PASSED:  
PUBLISHED:  
ADOPTED:

DRAFT

**BOROUGH OF WATCHUNG  
RESOLUTION: R13**

**BE IT RESOLVED** that Ordinance **OR:22/06** entitled:

***“AN ORDINANCE TO AMEND THE CODE OF THE BOROUGH OF WATCHUNG, CH. 5-12.76 ET SEQ. THEREOF, AND TO, FIX AND DETERMINE MINIMUM AND MAXIMUM SALARIES AND COMPENSATION TO BE PAID TO CERTAIN EMPLOYEES”***

Public Hearing July 14, 2022

heretofore introduced, does now pass on first reading, and that said ordinance be further considered for final passage at a meeting to be held on the 14<sup>th</sup> day of July, 2022 at 7:30 P.M., or as soon thereafter as the matter can be reached, at the regular meeting place of the Borough Council, and that at such time and place all persons interested be given an opportunity to be heard concerning said ordinance, and that the Borough Clerk is hereby authorized and directed to publish said ordinance according to law with a notice of its introduction and passage on first reading and of the time and place when and where said ordinance will be further considered for final passage.

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Ronald Jabin, Council President

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Keith S. Balla, Mayor

ADOPTED: JUNE 16, 2022  
INDEX: FINANCE-BUDGET, SALARIES,  
C: B. HANCE, E. HORSFALL,

**BOROUGH OF WATCHUNG  
RESOLUTION: R14**

**WHEREAS**, the Borough of Watchung has received a Field and Facility Permit Application which has been reviewed by Borough Officials; and

**WHEREAS**, the Governing Body of the Borough of Watchung, County of Somerset, State of New Jersey wishes to authorize said application.

**NOW THEREFORE BE IT RESOLVED**, by the Mayor and Council of the Borough of Watchung that the application submitted by the Watchung IDEA Committee for an event on Saturday, June 18<sup>th</sup> is hereby approved as noted below:

1. Watchung IDEA Committee, to hold Juneteenth Celebration, from 12 PM to 2 PM (set-up to begin at 11 AM) for the use of Mobus Field.
2. All approvals are subject to having an acceptable complete application on file

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Freddie Hayeck, Council Member

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Keith S. Balla, Mayor

ADOPTED: JUNE 16, 2022  
INDEX: RECREATION, PD  
C: LM

**BOROUGH OF WATCHUNG  
RESOLUTION: R15**

**WHEREAS**, Section 8 of the Open Public Meetings Act (N.J.S.A. 10:4-12(b)(1-9) permits the exclusion of the public from a meeting in certain circumstances; and

**WHEREAS**, the Governing Body is of the opinion that such circumstances presently exist.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Borough of Watchung, County of Somerset, State of New Jersey, as follows:

1. The public shall be excluded from discussion of the closed session of June 16, 2022.
2. The general nature of the subject matter to be discussed is as follows:

Contract Negotiations, Anticipated Litigation, and Personnel Matters:  
TWA Application/ Sewer Connection  
Retired Police Officer Complaint

3. Minutes will be kept and once the matter involving the confidentiality of the above no longer requires that confidentiality, then the minutes can be made public.
4. The Borough Council may take official action on those items discussed in executive session upon completion of the executive session.

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Ronald Jubin, Council President

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Keith S. Balla, Mayor

ADOPTED: JUNE 16, 2022

INDEX: MISC.

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